

May 27, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF CONTRACT TO PROVIDE
TRANSCRIBING SERVICES FOR THE PROBATION DEPARTMENT
(3 VOTE, ALL SUPERVISORIAL DISTRICTS)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the transcribing services provided under the proposed contract can be more economically performed by the contractor rather than by County employees.
2. Approve the attached contract with RapidText, Inc., for the provision transcribing services for the Probation Department at an estimated annual amount of \$1,121,000 for the period of July 6, 2004 through July 5, 2005, with an option to renew for four additional 12-month periods.
3. Instruct the Chairman, Board of Supervisors, to sign the attached contract.
4. Delegate authority to the Chief Probation Officer to extend the contract term for four additional 12-month periods, for an estimated annual amount of \$1,121,000 for each term, upon approval as to form by County Counsel.
5. Delegate authority to the Chief Probation Officer to execute contract modifications not exceeding 10% of the contract price and/or 180 days to the period of performance pursuant to the terms contained therein, upon approval as to form by County Counsel.

The Honorable Board of Supervisors
May 27, 2004
Page 2

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain approval of a contract (Attachment I) with RapidText, Inc., for transcribing services for the Probation Department.

The Probation Department has utilized contract transcribing services since 1986. The current contract is scheduled to expire on July 5, 2004. Approval of this contract will enable the Probation Department to continue receiving transcribing services at its designated work locations.

Probation released a Request For Proposals on January 30, 2004 and conducted the solicitation, evaluation and recommendation process for transcribing services.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the Countywide Strategic Plan, Organizational Goal #2, Workforce Excellence, Organizational Goal #3, Organizational Effectiveness and Organizational Goal #4, Fiscal Responsibility. Implementation of the recommendations will enable the Probation Department to continue receiving high quality, efficient transcribing services.

FINANCIAL IMPACT/FINANCING:

Attachment II compares the cost of contract services with the costs the County would incur if transcribing services were to be provided by County employees. The annual savings to the County is estimated at \$151,035. Because the annual number of lines to be transcribed cannot be projected with certainty given fluctuations in the number of court reports, the actual contract savings may be more or less than estimated. Attachment III shows the benefits available to contract employees. Attachment IV provides the material used for contracting with the community business enterprises.

Adequate funds are provided in the FY 2004/05 Budget to finance the contract payments. The proposed contract includes provisions for non-appropriation of funds and Budget reductions.

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1986, Probation has contracted for transcribing services. Probation has a need to continue utilizing these services at its designated work locations.

The scope of work for this contract includes providing accurate and timely transcribing of all adult and juvenile court reports, letters and miscellaneous forms required at 13 work locations, and transmitting the completed dictation electronically to each work location.

The contract is authorized by the Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). The awarded contract must provide all services at less cost than County cost.

The Department evaluated and determined that the Living Wage applies to the recommended contract. Consequently, the contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code, Chapter, 2.201).

In accordance with the Department of Human Resources memorandum dated November 16, 1995, the contract has been reviewed in regard to the provisions for hiring displaced County employees. The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract. The contract also contains County requirements regarding the hiring of participants in the GAIN/GROW program.

The contract includes all County requirements, including, non-responsibility and debarment, and the provisions of paid jury service time for their employees.

In accordance with the Chief Administrative Office memorandum dated July 19, 2002, the proposed contractor has been instructed to register on WebVen.

Probation will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract term.

The Honorable Board of Supervisors
May 27, 2004
Page 4

County Counsel has approved the contract as to form.

CONTRACTING PROCESS:

To solicit for these services, a competitive Request for Proposals (RFP) process was utilized. Through the solicitation and competitive negotiation process, approximately sixty (60) letters were sent to service providers. Advertisements were run in the Los Angeles Times, Eastern Group Publications and the Los Angeles Sentinel. The solicitation information was also made available through the internet on the County of Los Angeles Internal Services Department website (Attachment V). As a result, seventeen (17) potential providers requested copies of the RFP, eleven (11) potential providers attended the mandatory bidder's conference, and four (4) proposals were received.

An evaluation committee was formed to evaluate proposals submitted in response to the RFP. The evaluation committee, consisting of Probation staff, evaluated a total of four (4) proposals received on March 5, 2004 as a result of the RFP issued on January 30, 2004. The proposals were evaluated using an initial screening "pass/fail" process which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP.

The proposals submitted by Huntington Court Reporters and Transcription, Inc., NAACK Legal Assistance and Word Processing Unlimited did not pass the initial screening, and did not proceed to the final evaluation process.

The proposal submitted by RapidText, Inc., was the only proposal that passed the initial screening. It was rated and scored by the evaluation committee using a point system that covered: 1) proposed fee/price, 2) plan for providing required services, 3) quality control plan, 4) experience and capability and 5) references and history of any labor law violations.

The proposal received a high rating by the evaluation committee because it submitted a responsive proposal that reflected a good understanding of the services to be provided. RapidText outlined their plan for providing requested services very well, and demonstrated that they were experienced and capable of providing the required services. RapidText holds the current contract and has provided very good services to the

Department. RapidText, Inc. made a firm commitment to comply with all RFP requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

This contract will continue the current level of services.

It is requested that the Executive Officer, Board of Supervisor, forward a copy of the executed contract to:

Probation Department
9150 E. Imperial Hwy., Rm. A66
Downey, CA 90242
Attention: Yolanda Young
Contracts & Grants Mgmt. Division

RapidText, Inc.
1801 Dove Street Suite 101
Newport Beach, CA 92660
Attention: Jerry Woods
President CEO

Respectfully submitted,

RICHARD SHUMSKY
Chief Probation Officer

RS:ds

Attachments (5)

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c: Chief Administrative Officer
County Counsel

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

CONTRACT WITH RAPIDTEXT, INC.
TO PROVIDE TRANSCRIBING SERVICES
FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

JULY 6, 2004 to JULY 5, 2005

TABLE OF CONTENTS

INTRODUCTION	1
PART A. PERFORMANCE WORK STATEMENT	3
1.0 General	3
2.0 Specific Tasks	3
3.0 Personnel.....	10
4.0 Performance Requirements Summary	16
5.0 Quality Control Plan	16
6.0 Quality Assurance	17
7.0 Confidentiality	18
8.0 Recognized Holidays	19
9.0 Right of Inspection	19
10.0 Definitions	19
11.0 County-Furnished Property and Services	22
12.0 Contractor-Furnished Items	22
13.0 Use of County Seal and Probation Department Logo	23
14.0 Regulations	23
15.0 Compliance with County's Living Wage Program	23
16.0 Contractor Fee and Payment.....	29
17.0 Contract Sum	30
18.0 Contract Term	31
19.0 Extension of Contract.....	31
20.0 Failure to Extend Contract	32
21.0 Disputes	32
22.0 Indemnification and Insurance	32
23.0 Safely Surrender Baby Law	32
24.0 Recycled Paper.....	32
25.0 Laws and Limitations	32
26.0 Standard Terms and Conditions	33
27.0 Merger.....	33

ATTACHMENTS

Standard Terms and Conditions Table of Contents	35
Attachment A Standard Terms and Conditions	37
Attachment B Performance Requirements Summary	63
Attachment C Court Report Forms	67
Attachment D Los Angeles County Probation Department Offices.....	70
Attachment E Confidentiality of CORI Information.....	71
Attachment F On Time Dictation Report	72

Attachment G	Contractor's EEO Certification	74
Attachment H	Employee's Acknowledgement of Employer	75
Attachment I	Attestation of Willingness to Consider GAIN/GROW Participants.....	76
Attachment J	Internal Revenue Service Notice 1015	77
Attachment K	Living Wage Program	78
Attachment L	Safely Surrender Baby Law Fact Sheet.....	84
Attachment M	Determination of Contractor's Non-Responsibility and Debarment.....	85
Attachment N	Certification of Compliance with Los Angeles County Lobbyist Ordinance	89
Attachment O	Contractor Employee Jury Service.....	90
Attachment P	Proposition A Contracting Contract Employee Benefits.....	93
Attachment Q	Certification of Independent Price Determination & Acknowledgment of RFP Restrictions	95
Attachment R	Certification of No Conflict of Interest	96
Attachment S	Community Business Enterprise Program (CBE)	97
Attachment T	Principal Owner Information Form	99
Attachment U	Child Support Compliance Program Certification	100
Attachment V	Jury Service Program Application for Exception and Certification Form	101
Attachment W	Agreement Contractor's Obligation Under HIPAA	102
Attachment X	Listing of Contractors Debarred in Los Angeles County	107

CONTRACT TO PROVIDE TRANSCRIBING SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

This contract is made and entered into this _____ day of _____ by and between the County of Los Angeles, a politic, hereinafter referred to as "COUNTY" and RapidText, Incorporated, located at 1801 Dove Street Suite 101, Newport Beach, California 92660, hereinafter referred to as "CONTRACTOR".

WHEREAS, pursuant to California Penal Code Section 1203(b) and Welfare and Institutions Codes Sections 652 and 706, et seq., COUNTY is required to provide timely reports to the courts in all Juvenile and Adult Criminal matters; and

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.121, COUNTY is permitted to contract with private businesses to perform services when it is more economical to do so; and

WHEREAS, CONTRACTOR is duly qualified to engage in the business of transcribing services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, CONTRACTOR has submitted a proposal, which is incorporated herein by reference, to the COUNTY for provision of such services and based upon competitive negotiation under Los Angeles County Code Section 2.121, CONTRACTOR has been selected for recommendation by the Chief Probation Officer for award of such contract to provide transcribing service for thirteen (13) Probation Department work locations;

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good valuable considerations, the parties hereto agree as follows:

INTRODUCTION

This document is a contract to provide transcribing services for thirteen (13) Probation Department work locations. Probation is required by State law, Penal Code 1203(b) and Welfare and Institutions Codes 652 and 706, et seq., to provide timely reports to the courts in all juvenile and adult criminal matters.

The CONTRACTOR is expected to provide the Probation Department the most efficient and economical service through both the provision of experienced transcribing staff available for the term of the contract and the use of state-of-the-art equipment to

maintain the required level of transcribing services for the transcribing workload submitted to CONTRACTOR. CONTRACTOR will be expected to keep Probation advised of any new innovations, equipment, etc. in the field of transcribing. CONTRACTOR will be a company whose major business activity is presently the provision of transcribing services and who can demonstrate the capabilities to provide transcribing services at the service level requested by the COUNTY. All transcribing services must be performed in accordance with COUNTY standards and in a manner consistent with the long-range plans, goals and objectives of the COUNTY.

For the first contract year, it is projected the thirteen (13) work locations will produce approximately 5.9 million lines of court reports which include full pages and forms. However, the actual transcribing workload may be less than or greater than this volume due to fluctuating workload demands at the thirteen (13) work locations, changes that reflect the operational needs of Probation as determined by Probation, and/or unpredictable circumstances impacting the need for transcribing services.

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PART A. PERFORMANCE WORK STATEMENT

1.0 GENERAL

1.1 Scope of Work

The CONTRACTOR shall provide accurate and timely transcribing of all adult and juvenile court reports, letters and miscellaneous forms required by the thirteen (13) work locations. It is projected that approximately 5.9 million lines will be transcribed from dictation submitted by the thirteen (13) work locations during the first contract year. CONTRACTOR shall assist COUNTY with overflow transcription. CONTRACTOR shall provide an electronic method for counting the number of lines produced per court report. Actual transcribing workload may be less than or greater than the stated volume due to unpredictable circumstances. The CONTRACTOR will install a point-to-point fractional T-1 or equivalent connection to LANet at the CONTRACTOR'S secure location in order to provide service to the designated Transcription Service Locations. The CONTRACTOR will utilize workstations hosted on a separate internal network that do not have access to the Internet. CONTRACTOR shall supply COUNTY with an original printed version of all transcribed reports. Additionally, CONTRACTOR shall provide for the filing, retrieval and destruction of court reports. The CONTRACTOR shall perform to the standards in Attachment B, Performance Requirements Summary and Summary Chart. The Forms used are referenced in Attachment C.

2.0 SPECIFIC TASKS

2.1 General

- 2.1.1 At a minimum, CONTRACTOR is responsible for picking up dictation cassettes, twice daily, completed by Deputy Probation Officers (DPOs), of adult and juvenile court reports and miscellaneous forms and letters. CONTRACTOR is expected to accurately transcribe these dictated documents and electronically transmit them to the originating Probation work location, twice daily, in an efficient, timely, and scheduled manner. CONTRACTOR shall notify COUNTY, immediately, upon determination that there is a problem with electronic transmission of documents, courier service pick-up or delivery and/or any equipment or process.
- 2.1.2 CONTRACTOR shall ensure all transcribed materials are stored in a secure and easily retrievable manner as well as ensure the

confidentiality of all of the information contained in these materials. CONTRACTOR is expected to submit management reports to the COUNTY on a regular basis and in a timely manner.

2.2 Transcribing

The CONTRACTOR shall produce accurate, legible, and neat court reports with correct spelling and grammar.

2.2.1 Completed reports must be clean and error free.

2.2.1.1 Words must not be broken and hyphenated at the end of a line; if a word is too long, it should be typed in full on the following line.

2.2.1.2 Whenever dictation is unclear to CONTRACTOR, it shall be the responsibility of CONTRACTOR to contact the DPO or Supervising Deputy Probation Officer (SDPO) for clarification. If unable to reach DPO or SDPO, leave a blank area on the transcribed report. Further, attach to the report and return to Probation a statement specifying the unclear dictation and its location.

2.2.1.3 At least one line of text on the court report shall be on the signature page. No court report shall have a stand-alone signature page.

2.2.1.4 CONTRACTOR shall proofread all reports for typographical errors, correct format, and punctuation.

2.2.1.5 In the event that CONTRACTOR utilizes telecommuters for transcribing services, CONTRACTOR shall ensure that the confidentiality of court reports and/or other COUNTY documents is maintained while in the care of CONTRACTOR'S telecommuters. CONTRACTOR shall provide COUNTY with names of employees telecommuting under this contract.

2.2.2 CONTRACTOR shall use the appropriate format indicated by the DPO dictating. If CONTRACTOR believes the dictated format to be an error, CONTRACTOR shall contact the DPO or SDPO for verification. The different forms are listed in Attachment C.

2.2.3 CONTRACTOR shall use the templates mandated by the COUNTY. Templates are the property of the COUNTY, and any changes to the templates are to be made only at the direction of the COUNTY. Upon request, CONTRACTOR shall develop and provide software templates in Microsoft Word 2000, for new court report forms as directed by the Probation Department. In addition, CONTRACTOR shall modify existing software templates (help screens, tool bars, directions for forms/inserts) and provide them to Probation, upon request.

2.2.4 The content of the dictation shall not be changed, without the consent of the DPO or the SDPO.

2.2.5 If a transcribing system is developed or used by the CONTRACTOR and approved by the COUNTY, CONTRACTOR shall provide the necessary on-site training for Probation employees and provide supplementary written training materials as needed. Any system developed or used by CONTRACTOR for services specifically for COUNTY under the resultant contract shall be the property of the COUNTY.

2.3 Transmit/Pickup/Delivery

2.3.1 Transmit

CONTRACTOR shall electronically transmit the completed transcriptions to the originating work locations (Attachment D) unless otherwise instructed by COUNTY. All transmissions shall be accompanied by a transmission log and confirmation printout.

The electronic transmission will result in the placement of the transcribed documents in a directory in the designated computer(s) and an automatic printout of the documents.

2.3.2 Pickup/Deliver/Transmit

Pickup, delivery and transmittal shall be made twice daily as listed below, once in the morning and once in the afternoon. The afternoon transmittal to any office shall be no later than 3:30 p.m.

2.3.3 Pickup/Delivery/Transmit Schedule

- 2.3.3.1 CONTRACTOR shall pickup the dictated cassettes from the thirteen (13) work locations utilizing two (two) or more couriers simultaneously arriving at each work location. CONTRACTOR shall utilize the schedule listed below to pickup/return cassettes and to transmit completed court reports to each work location. Schedule changes shall be made with mutual agreement between COUNTY Contract Manager and CONTRACTOR Project Director.

OFFICE	PICK-UP		TRANSMISSION	
	AM	PM	AM	PM
Alhambra Pool ^(N/A)	-	-	7:15	12:15
BJN (Sylmar) ⁽²⁾	9:00	1:00	9:15	2:15
ELA ⁽²⁾	10:00	2:00	8:45	1:45
ESFV Pool ^(N/A)	-	-	10:45	3:45
FIR ⁽¹⁾	9:00	2:45	7:45	12:45
HA ⁽¹⁾	11:00	3:45	10:15	3:15
Headquarters ^(N/A)	-	-	-	-
ING (HA) ⁽¹⁾	9:45	2:10	8:30	1:30
KJJC ⁽¹⁾	9:15	2:30	8:00	1:00
LB ⁽¹⁾	11:30	4:35	10:00	3:00
PV Pool ^(N/A)	-	-	-	-
RIO ⁽²⁾	11:00	3:00	8:15	1:15
SC ⁽¹⁾	8:35	3:20	7:30	12:30
SGV ⁽²⁾	10:30	2:30	9:30	2:30
SM ⁽¹⁾	10:30	1:45	10:30	3:30
Airport Court ⁽¹⁾	10:30	1:45	10:30	3:30
Valencia ^(N/A)	-	-	9:00	2:00

(1) = Route 1 (2) = Route 2 (N/A) = Overflow Office

2.3.3.2 Security Badges with picture identification are to be displayed by all Courier staff. Security guards will not grant access to staff that are not properly identified and COUNTY documents will not be given to staff that are not properly identified. Security Badges are to be laminated or electronically generated. Security Badges shall be subject to COUNTY approval.

2.3.4 Timely Dictation - All transcribed material shall be transmitted to the originating work location within forty-eight (48) consecutive hours from the time the dictated material was made available to CONTRACTOR, excluding weekends and holidays.

2.3.5 Sequence of Transcribing Reports – All court reports shall be transcribed on a first-in, first-out basis, unless otherwise instructed in the following order by 1) COUNTY Head of Transcribing Services and/or COUNTY Director of Transcribing Services, 2) COUNTY Director of the office from which the dictation originated, or 3) any Bureau Chief.

2.3.6 Assistance with Overflow Transcription – CONTRACTOR shall assist COUNTY with overflow transcription. COUNTY will notify CONTRACTOR twenty-four (24) hours in advance. Overflow reports transcribed by CONTRACTOR will be electronically transmitted to the overflow locations listed in Attachment D. Pick-up and transmit times will be established on a case-by-case basis as requests are made.

2.3.7 Overflow Dictation – CONTRACTOR shall develop a plan to pick up overflow dictation from the overflow office within one (1) hour of notification (Attachment D). CONTRACTOR shall transmit completed overflow dictation to the originating area office within forty-eight (48) hours of notification.

2.4 Storage and Retrieval of Court Reports

2.4.1 CONTRACTOR shall retain an electronic copy of all court reports. The court reports must be deleted within ninety (90) days of the termination of the contract with COUNTY or upon COUNTY'S request. CONTRACTOR shall also backup, and provide Probation with all court reports, on CD-ROM, on a monthly basis. The reports on CD-ROM shall be formatted using a directory and subdirectory structure for each location. The office shall be the main directory

and each week of the month shall be a subdirectory below office.

2.4.2 CONTRACTOR shall use a logical, reasonable and easily accessible filing and indexing system for storing so, if necessary, they can be provided to Probation within two (2) hours after request for reports is made.

2.4.3 The system used by the CONTRACTOR shall be fully documented as to the method of indexing and filing, work flow and control functions.

2.5 Security

2.5.1 CONTRACTOR shall provide a security system which will protect against the unauthorized release of any information contained in any court report or other documents transcribed and stored by CONTRACTOR. CONTRACTOR shall ensure that all employees of CONTRACTOR have been thoroughly briefed regarding the confidentiality requirements of Sections 827 and 828 of the Welfare and Institutions Code and 1203.05, 1203.10, and 11140 through 11144 of the Penal Code of California. CONTRACTOR shall ensure that by the first day of employment, all employees read, understand and sign the Confidentiality of CORI information form (see Attachment E) and instructed regarding disclosure of criminal records and the background investigation COUNTY will conduct (see Section 3.7 below). A copy of the CORI form shall be made and forwarded to the Contract Manager within five (5) business days of start of employment.

2.5.2 CONTRACTOR shall provide a back-up system which will eliminate the possibility of loss of stored data due to power loss or equipment failure.

2.5.3 CONTRACTOR shall provide a secure, locked location for the data line and router, to be approved by the COUNTY. CONTRACTOR'S workstations must be placed in a secured location, have anti-virus software, desktop firewall software and must maintain the latest Microsoft "critical" patches. These workstations must be hosted on a separate internal network and not have access to the Internet. The workstation configuration and security of the location(s) must be approved by the COUNTY. The workstations must have Windows NT operating system, at a minimum, with no automatic logon, individual accounts for users, and all workstation auditing features turned on.

2.6 Management Information System

- 2.6.1 CONTRACTOR must include, at each transmission to each designated work location, a log of the completed court reports being returned. The log must include, at a minimum, the number of pages and a line count for each report, the number of reports, the date and time the dictated reports are picked up by CONTRACTOR, the date and time the completed reports are being returned to the DPO, the case name, the DPO name and location, the court number and hearing date and any problems encountered.
- 2.6.2 The CONTRACTOR shall prepare, compute and submit to Contract Manager, along with the monthly invoice, routine monthly reports. The elements of such report to be agreed upon by COUNTY and CONTRACTOR.
- 2.6.3 CONTRACTOR may be required to utilize the COUNTY'S transcription management information system (System) report format. CONTRACTOR is encouraged to submit a sample System report format, including the required minimum elements. In the event the COUNTY elects to use the CONTRACTOR'S System report format, the COUNTY'S Contract Manager shall provide prior written approval to CONTRACTOR.
- 2.6.4 CONTRACTOR shall keep a record of all dictations to transcribing. Dictation is due in transcribing five (5) days prior to the court date for investigation cases and six (6) days prior to the court date for supervision cases. This record should include area office, SDPO name, DPO name, total cases dictated, total cases dictated on time, total cases dictated late, total cases dictated late but excused and a percent of each as it relates to the total number of cases dictated. (Refer to Attachment F) This information should be provided to Probation Contract Manager by the 10th business day of the month for the previous month.

Investigation dictation received four (4) or less days prior to the court date shall be considered late. Supervision dictation received five (5) or less days prior to the court date shall be considered late.

2.7 Self Monitoring Reports

CONTRACTOR shall prepare monthly reports that indicate the level of services rendered to each of the thirteen (13) work locations and submit to

COUNTY Quality Assurance Evaluator (QAE) by the 10th working day of the following month. Report format and content is subject to final COUNTY review and approval.

2.8 Training/Templates

In the event COUNTY elects to use CONTRACTOR'S proposed software system, CONTRACTOR shall provide training to staff designated by the COUNTY in the use of the proposed software system. At a minimum, training will consist of seven (7) sessions, three (3) hours per session at inception of contract. Additional training shall be provided as material changes occur.

All templates created and or modified for use by the CONTRACTOR in the performance of this contract are the property of the COUNTY. All software developed for use with the templates is the property of the COUNTY and shall be made available to COUNTY upon request and turned over to the COUNTY upon termination of contract.

2.9 Introduction of New Technology

CONTRACTOR is encouraged to suggest new technology to the COUNTY throughout the term of the contract. New technology must be approved in writing by COUNTY. Digital dictation and web-based upload and retrieval through secure connections are examples of such technology. Proposed technology must result in more productive and efficient services to COUNTY. In the event that implementation of new technology results in lower cost to CONTRACTOR, COUNTY shall negotiate and adjust costs accordingly.

CONTRACTOR'S Project Director shall contact COUNTY Contract Manager to notify COUNTY of any proposed system or process enhancement. If COUNTY accepts and approves new technology, CONTRACTOR shall incorporate it within a reasonable time as determined by COUNTY.

3.0 **PERSONNEL**

3.1 Key COUNTY Personnel

3.1.1 COUNTY Contract Manager

The Chief Probation Officer of the County of Los Angeles, or his designee, is designated COUNTY Contract Manager, who will have

full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

3.1.2 The Contract Manager shall provide direction to CONTRACTOR in areas relating to policy, information, operations and procedural requirements.

3.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in Attachment A, Section 22.0

3.1.4 COUNTY will inform the CONTRACTOR of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

3.2 Key CONTRACTOR Personnel

3.2.1 CONTRACTOR Project Director

The CONTRACTOR shall provide its own full time officer or employee as Project Director and identify the person in the proposal. The Project Director or an approved alternate shall be assigned locally and available for telephone contact 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding all COUNTY holidays. The Project Director shall provide overall management and coordination of the contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with Probation.

3.2.2 When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally qualified individual shall be designated to act for the Project Director.

3.2.3 The Project Director shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of this contract.

3.2.4 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

3.2.5 The Project Director must have at least two (2) years of demonstrated previous experience within the last five (5) years in the

management and operation of transcribing services or similar scope.

3.2.6 The Project Director and alternate must be able to read, write, speak and understand English.

3.2.7 COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.

3.3 Other CONTRACTOR Personnel

3.3.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services. (COUNTY shall have the right to review and approve potential staff prior to assignment.)

3.3.2 All personnel must be able to read, write, spell, speak and understand English.

3.3.3 CONTRACTOR certifies that all persons employed to perform services under this contract will be treated equally without regard to race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California (Refer to Attachment G).

3.3.4 The CONTRACTOR shall insure that by first day of employment, all persons with access to adult and/or juvenile records and arrest information have signed an acknowledgement that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). **CONTRACTOR shall retain original signed CORI form and forward a copy to Contract Manager within five (5) business days of start of employment.** (Refer to Attachment E)

3.3.5 The CONTRACTOR shall notify COUNTY upon receipt of a "high profile" case. CONTRACTOR shall not allow "high profile" cases to be taken out of the office; they shall be transcribed in-house. Telecommuting staff shall not be allowed to transcribe "high-profile" cases.

3.3.6 The CONTRACTOR shall give advance notice to COUNTY'S Contract Manager, in writing within ten (10) business days, of any change in CONTRACTOR personnel assigned to perform any work on this contract.

- 3.3.7 All persons working on this contract must sign an Employee Acknowledgement of Employer Form (Refer to Attachment H). **CONTRACTOR shall retain original signed Acknowledgment of Employer Form and forward a copy to Contract Manager within five (5) business days of start of employment.**

3.4 CONTRACTOR Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Contract Manager.

3.5 Conflict of Interest

See Standard Terms and Conditions, Attachment A, Section 34.0.

3.6 Employee Benefits and Acknowledgement of Employer

3.6.1 CONTRACTOR will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgement that each employee understands that they are an employee of CONTRACTOR and not an employee of Los Angeles County must be signed by each employee of CONTRACTOR employed by first day of employment (Refer to Attachment H). The CONTRACTOR original acknowledgement and a copy must be filed within five (5) business days of employment with the County of Los Angeles, Chief Administrative Office, Workers Compensation Division, Claims Section, 1000 Wilshire Boulevard, Los Angeles, CA 90010.

3.6.2 COUNTY shall not assume any liability for the payment of any salaries, wages, benefits or other compensation to, or on behalf of, any personnel provided by the CONTRACTOR.

3.7 Employee Criminal Records, Notice and County Approval

CONTRACTOR shall be responsible for ongoing implementation and monitoring of subsections 3.7.1 through 3.7.7. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

- 3.7.1 No personnel employed by CONTRACTOR for this program having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.
- 3.7.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.
- 3.7.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.
- 3.7.4 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.
- 3.7.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.
- 3.7.6 The CONTRACTOR shall submit the names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.
- 3.7.7 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employee; COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

3.8 Consideration of Hiring County Employees Targeted for Layoffs

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings

to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this contract.

3.9 Consideration of GAIN/GROW Participants for Employment

Should CONTRACTOR require additional or replacement personnel or other position for which applications are being accepted after the effective date of this contract, CONTRACTOR shall give appropriate consideration (in conjunction with Section 3.8 above) for any such position(s) to qualified persons referred to CONTRACTOR through the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Programs. For this purpose, appropriate consideration shall mean that CONTRACTOR will interview qualified candidates in conjunction with, and not preceding or successive to Section 3.8 above. In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

As a threshold requirement for consideration for contract award, CONTRACTORS shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, CONTRACTORS shall attest to a willingness to provide employed GAIN/GROW participants access to assist these individuals in obtaining permanent employment and/or promotional opportunities. CONTRACTORS who are unable to meet this requirement shall not be considered for this award.

CONTRACTORS shall complete and return the form, "Attestation of Willingness to Consider GAIN/GROW Participants, "Attachment I", hereunder, with their contract.

3.10 Work Outside of Scope of Contract

The CONTRACTOR agrees that any work performed outside the scope of the "Performance Work Statement" section of this document, without the prior written approval of the COUNTY in accordance with Attachment A, Section 22.0 Changes and Amendments of Terms, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

3.11 Approval of Subcontractors

Any use of subcontractors must be in compliance with Attachment A, Section 14.0 of this RFP and be identified in the original proposal. Before any prime contract can be effective, COUNTY must approve its subcontracts and their insurance certificates.

3.12 Records and Audits

CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to support all payments made by the COUNTY to the CONTRACTOR. CONTRACTOR shall preserve and make available records until the expiration of five (5) years from the date of final payment to COUNTY under this contract.

3.13 Notice to Employees Regarding the Federal Income Credit

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (refer to Attachment J).

4.0 **PERFORMANCE REQUIREMENTS SUMMARY**

A standard level of performance will be required of CONTRACTOR in the areas of transcribing services. Attachment B summarize the required services, performance indicator, acceptable quality level, monitoring methods to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in assessment of liquidated damages against CONTRACTOR by COUNTY.

5.0 **QUALITY CONTROL PLAN**

The CONTRACTOR shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. The plan shall be submitted as part of the proposal. An updated copy must be provided to the COUNTY Contract Manager within two (2) weeks of the contract start date and as changes occur. The original plan and any future amendments are subject to

COUNTY review and approval and shall include, but not be limited to, the following:

- 5.1 An inspection system covering all the services listed on Attachment B, the Performance Requirements Summary and the Performance Requirement Summary Chart. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 5.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 5.3 A file of all inspections conducted by the CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in Attachment A, Section 24.0, "Record Retention and Inspection".
- 5.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of the COUNTY'S or the CONTRACTOR'S employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the CONTRACTOR being unable to perform the contracted work.
- 5.5 The methods for assuring that confidentiality of offender record/information is maintained while in the care of CONTRACTOR'S employees
- 5.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

6.0 QUALITY ASSURANCE

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Attachment B or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

6.1 Performance Evaluation Meetings

The CONTRACTOR Project Director or his alternate shall meet at least weekly with the COUNTY Contract Manager during the first three (3) months of the contract, if COUNTY Contract Manager finds it necessary.

However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the CONTRACTOR'S Project Director and the COUNTY'S Contract Manager. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the COUNTY Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

- 6.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule.
- 6.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR within twenty-four (24) hours.

7.0 CONFIDENTIALITY

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

7.1 Confidentiality of Juvenile and Adult Records

By State law (California Welfare and Institutions Code Sections 827 and 828, and Penal Code Sections 1203.05, and 1203.09 and 11140 through 11144) all juvenile and adult records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information related to any individual is to be in any way relayed to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

- 7.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (Attachment E) regarding the confidentiality of the information in the juvenile records. Copies of this form are to be sent to Contract Manager within five (5) business days of start of employment.
- 7.3 The CONTRACTOR shall be responsible for safeguarding all information that it produces or that is received from, produced by or provided by the COUNTY.

- 7.4 CONTRACTOR shall not disclose any details in connection with this contract to any party, except as may be otherwise provided herein or required by law.
- 7.5 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY'S systems, or to any safeguard, counter-measure, contingency plan, policy or procedure contemplated or implemented by COUNTY. The provisions of this subsection shall survive the expiration or termination of this contract.

8.0 RECOGNIZED HOLIDAYS

The CONTRACTOR may be required to provide service on COUNTY-recognized holidays. These holidays change from year to year. The Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays.

9.0 RIGHT OF INSPECTION

COUNTY'S Contract Manager shall have the right at all times to inspect any work performed or being performed by CONTRACTOR.

9.1 Government Observations

COUNTY and/or personnel from other governmental jurisdictions, other than COUNTY'S Contractor Manager, may from time to time be authorized by COUNTY to observe contract operations. However, these personnel will not unreasonably interfere with CONTRACTOR'S performance.

10.0 DEFINITIONS

- 10.1 Acceptable Quality Level (AQL) - A measure to express the leeway or variance from a standard before Probation can apply damages as specified in Attachment B. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that Probation recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S service.
- 10.2 Contract Discrepancy Report (CDR) - A report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR explaining the problem

and outlining the remedial action being taken to resolve the problem within five (5) business days after receipt of CDR.

- 10.3 COUNTY Contract Manager - The Probation representative responsible for daily management of contract operation.
- 10.4 Contract Start Date - The date the CONTRACTOR begins work (start of the basic contract period) in accordance with the terms of the contract.
- 10.5 CONTRACTOR Project Director - CONTRACTOR'S officer or employee responsible for administering the contract after contract award.
- 10.6 Court Report - A personal and social history, including criminal information of an adult and juvenile offender ordered by the court. The court report is a legal document and its contents are confidential. The report is not to be discussed with or disclosed to unauthorized persons as defined by the Probation Department.
- 10.7 Enforcement - The COUNTY Contract Manager shall be responsible for the enforcement of this contract on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event the COUNTY commences legal proceedings for the enforcement of this contract of recovery of the premises used herein, the CONTRACTOR agrees to pay any sum, which may be awarded to the COUNTY and by the Court for attorney's fees and costs incurred in the action brought.
- 10.8 Excused Late Dictation - A court report submitted after the deadline for a valid reason with the approval of the SDPO.
- 10.9 Juvenile and Adult Records - Juvenile and Adult Records are an accumulation of facts associated with an individual and his/her criminal activity.
- 10.10 Late Dictation - Any court report submitted after the published deadline.
- 10.11 Line - A line is defined as any printed characters extending across or partway across a page produced by a transcriber and not static wording that is part of a form.
- 10.12 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to ensure contract performance standards are met by the CONTRACTOR. (Refer to Attachment B)

- 10.13 Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring CONTRACTOR'S compliance with the contract.
- 10.14 Quality Assurance Plan (Surveillance Plan) - The plan developed by Probation, specifically to monitor contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 10.15 Quality Control Program - All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Performance Work Statement.
- 10.16 Random Sample - A sampling method where each item in a lot has an equal chance of being selected.
- 10.17 Software - The entire set of programs, procedures, and related documentation associated with a system, including MS Word Templates and programs and program code associated with this project.
- 10.18 System - A group of units so combined as to form a whole and to operate in unison. For this project, a system would be any automated application used to create, edit, format, print, or otherwise facilitate the generation of a court report, form, letter, or statistical report. Components of this system include but are not limited to: MS Word Templates; application language, e.g., VB, VBA: MS Word, MS Excel.
- 10.19 Telecommuter - An employee who works from home, 100% of the time or part time, and has the ability to access all systems and/or software from his/her home, necessary to prepare court reports.
- 10.20 Template - A pattern that functions as a guide to the form or structure of something being made. For this project, 'template' means a protected, formatted form with intra-form edits, developed using MS Word 2000. These forms will follow the guidelines put in place by L.A. County Probation.
- 10.21 User Complaint Report (UCR) - A report prepared by probation personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR.
- 10.22 Workday - Normal workdays are Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding County holidays.

11.0 COUNTY-FURNISHED PROPERTY AND SERVICES

11.1 General

The COUNTY shall provide no materials, equipment and/or services necessary to operate this contract except as listed below.

11.2 Required Forms and Cassettes

At contract award and as changes occur during the contract term, Probation will provide CONTRACTOR a sample of all forms, templates, and letterheads required in the performance of services contained in this proposal. Additionally, if required by CONTRACTOR'S system, Probation will provide all necessary dictation cassettes utilized by DPO'S.

11.3 COUNTY shall provide computers, printers and routers at COUNTY locations for services under this agreement.

11.4 The COUNTY will provide and install a Cisco Router at a COUNTY-approved secure location at the vendor's facility. This router will be limited to designated locations.

12.0 CONTRACTOR-FURNISHED ITEMS

12.1 General

The CONTRACTOR shall furnish all necessary equipment, supplies, repair parts, materials and personnel required to perform all services required by this Performance Work Statement.

12.2 Equipment To Be Acquired

CONTRACTOR will provide a point-to-point fractional T-1 or equivalent connection to LANet in order to provide service to the designated Transcription Service Locations.

12.3 Record Storage Space

The CONTRACTOR shall provide secure storage for all records containing Probation court reports and these records must be stored separately from information of other clients of the CONTRACTOR.

13.0 USE OF COUNTY SEAL AND PROBATION DEPARTMENT LOGO

The CONTRACTOR shall not use or display the official seal of the COUNTY or the Probation Department's logo on any of its letterheads or other communications with any debtor, or for any other reason unless each form of usage has prior written approval of the Chief Probation Officer.

14.0 REGULATIONS

The CONTRACTOR agrees to comply with all applicable Federal, State and local laws, including the Americans With Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR'S program.

15.0 COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

15.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Attachment K and incorporated by reference into and made a part of the Contract.

15.2 Payment of Living Wage Rates.

15.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:

15.2.1.1 Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

15.2.1.2 Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care

benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

15.2.2 For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under the Contract. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

15.2.3 If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

15.2.4 If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's

definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

15.3 Contractor's Submittal of Certified Monitoring Reports.

Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

15.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.

During the term of the contract, if the contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the contractor shall immediately inform the County of any pertinent facts known by the contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the contractor's operations in California.

15.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

15.6 Notifications to Employees.

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and hand outs.

15.7 Enforcement and Remedies.

If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

15.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

15.7.1.1 Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

15.7.1.2 Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

15.7.1.3 Termination. Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

15.7.2 Remedies for Payment of Less Than the Required Living Wage. If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

15.7.2.1 Withholding Payment. If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the

Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

5.7.2.2 Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

15.7.2.3 Termination. Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

15.7.3 Debarment. In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

15.8 Use of Full-Time Employees.

Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed

that Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full time employee staffing plan. If Contractor changes its full time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

15.9 Contractor Retaliation Prohibited.

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

15.10 Contractor Standards.

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

15.11 Neutrality in Labor Relations.

Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

16.0 CONTRACT FEE AND PAYMENT

CONTRACTOR agrees to perform the stated service on a per line basis for \$0.19 per line for the first twelve (12) months of service.

CONTRACTOR shall invoice COUNTY monthly in arrears for work performed and for supplying the services specified herein and priced in accordance with the above. CONTRACTOR shall prepare monthly invoices, which shall include the monthly charges owed to CONTRACTOR by COUNTY under the terms of this contract. Deductions for performance variance in favor of COUNTY shall be applied against the monthly charges and shall be calculated upon the formula set forth in Attachment B. Within thirty (30) days following the receipt of and upon processing the proper invoice, COUNTY shall pay to CONTRACTOR, the monthly charges less the deductions for performance variance, subject to the auditing requirements of the County Auditor-Controller. All invoices under this contract, along with the routine monthly report (refer to Section 2.6.2 above), shall be submitted to the following address:

Los Angeles County Probation Department
9150 East Imperial Highway
Downey, California 90242
Attn: Davida Davies, Director
Quality Enhancement Office

17.0 CONTRACT SUM

- 17.1 The contract sum under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes, shall not exceed \$1,121,000 as long as the total annual number of lines does not exceed 5.9 million. If the number of lines does exceed 5.9 million, CONTRACTOR shall be compensated at the per line rate show in Section 16.0 above. Payment will be for the actual number of lines transcribed. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.
- 17.2 If contract is extended beyond the initial twelve (12) month period, any Cost of Living Adjustment (COLA) would be capped at the lesser of 1) the second contract year per line rate of \$0.1925; 2) the average salary movement granted to COUNTY employees; or 3) the percentage of increase of the Consumer Price Index (CPI-U), Los Angeles/Anaheim/Riverside area for all urban consumers. In the event fiscal circumstances ultimately prevent the County Board of Supervisors and/or the Probation Department from approving any increase in employee salaries, CONTRACTOR shall also experience no COLA.

- 17.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, CONTRACTOR shall send written notification to COUNTY.
- 17.4 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this contract.

18.0 CONTRACT TERM

- 18.1 Subject to the termination provisions set forth in Attachment A (Sections 4.0, 5.0, 6.0, 7.0 and 9.0 and financial limitations imposed by Sections 12.0 and 38.0), the term of this contract shall be for a twelve (12) month period projected to commence July 6, 2004 through July 5, 2005, following the approval thereof by the Los Angeles County Board of Supervisors. It may be extended by the Chief Probation Officer upon mutual agreement for four (4) additional twelve (12) month periods.
- 18.2 Contract extension discussions shall commence at least ninety (90) days prior to completion of the contract term.
- 18.3 The term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be pro-rated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.

19.0 EXTENSION OF CONTRACT

The term of the contract may be extended on a month-to-month basis, not to exceed six (6) months, upon agreement between the COUNTY and the CONTRACTOR. The Chief Probation Officer has the authority to sign the extension for the COUNTY. All charges on the current contract shall remain in effect for the duration of the extension.

20.0 FAILURE TO EXTEND CONTRACT

The contract may be terminated by CONTRACTOR and COUNTY through failure of parties to mutually agree to extend the contract for another twelve (12) month period.

21.0 DISPUTES

The COUNTY Contract Manager and the Project Director for the CONTRACTOR shall mutually resolve any disputes between CONTRACTOR and the COUNTY regarding the performance of services. In the event no mutual agreement can be reached, the decision of the COUNTY Contract Manager shall prevail.

22.0 INDEMNIFICATION AND INSURANCE

The CONTRACTOR agrees to comply with the indemnification provisions contained in Attachment A. The CONTRACTOR shall procure, maintain, and provide to the COUNTY proof of insurance coverage for all the programs of insurance along with associated amounts specified in Attachment A, Section 17.0.

23.0 SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth as Attachment L of this contract and is also available in the Internet at www.babysafelaw.org for printing purposes.

24.0 RECYCLED PAPER

CONTRACTOR shall be required to comply with the COUNTY'S policy on recycled paper as specified in Attachment A, Section 41.0.

25.0 LAWS AND LIMITATIONS

CONTRACTOR shall be required to comply with all applicable local, State, and Federal laws and regulations including California Penal Code Section 295, 295.1, 296, 296.1, 296.2, 300, etc. The CONTRACTOR understands that any findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where the CONTRACTOR believes changes in codes, laws, rules and regulations are needed to effect desirable improvements, he/she shall so indicate. The COUNTY at its discretion, if deemed appropriate, shall seek such changes.

26.0 STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions for Los Angeles County service contracts are attached hereto as Attachment A.

27.0 MERGER

The documents as stated below form a part of this contract. In the event of any conflict in the definition or interpretation of any work responsibility, service, or schedule between the contract and the following attachments, said conflict or inconsistency shall be resolved by giving precedence first to the contract and then to the attachments (A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W and X) according to the order that they appear, and CONTRACTOR'S proposal dated March 5, 2004 which is incorporated herein by reference as part of this contract.

This contract, the attachments hereto and CONTRACTOR'S proposal constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this contract.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has executed these presents by causing them to be subscribed by the Chairman, the Seal of said Board to be affixed hereto and attested by the Executive Officer and Clerk hereof, and the CONTRACTOR has caused this Contract to be signed by its duly authorized officers on the day, month and year first above written.

COUNTY OF LOS ANGELES

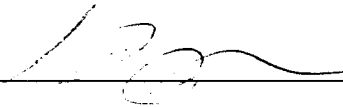
BY _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer and Clerk
Board of Supervisors

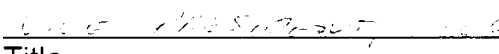
By _____
Deputy

RAPIDTEXT, INC

By  _____



Typed or Printed Name



Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
Chief Deputy County Counsel


By  _____
Gordon W. Trask
Principal Deputy

TABLE OF CONTENTS

ATTACHMENT A. STANDARD TERMS AND CONDITIONS

1.0	ADMINISTRATION	37
2.0	CONTRACTOR'S SERVICES	37
3.0	TAX LIABILITY LIMITATION	37
4.0	TERMINATION FOR CONVENIENCE OF THE COUNTY	37
5.0	TERMINATION FOR DEFAULT OF CONTRACTOR	38
6.0	TERMINATION FOR DEFAULT FOR INSOLVENCY	39
7.0	TERMINATION FOR IMPROPER CONSIDERATION	39
8.0	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	40
9.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	40
10.0	CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	40
11.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT	41
12.0	LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION	42
13.0	INDEPENDENT CONTRACTOR STATUS	42
14.0	SUBCONTRACTING	43
15.0	INDEMNIFICATION	43
16.0	GENERAL INSURANCE REQUIREMENTS	43
17.0	INSURANCE COVERAGE REQUIREMENTS	45
18.0	COVENANT AGAINST CONTINGENT FEES	46
19.0	GOVERNING LAWS	46
20.0	COMPLIANCE WITH LAWS	46
21.0	COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM	47
22.0	CHANGES AND AMENDMENTS OF TERMS	53
23.0	ASSIGNMENT	54
24.0	RECORD RETENTION AND INSPECTION	54
25.0	AUDITS	54
26.0	DISCLOSURE OF INFORMATION	54
27.0	NOTICE OF DELAYS	55
28.0	VALIDITY	55
29.0	WAIVER	55
30.0	NOTICES	55
31.0	IMMIGRATION REFORM & CONTROL ACT OF 1986	56
32.0	ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS	56
33.0	NONDISCRIMINATION IN EMPLOYMENT	57
34.0	CONFLICT OF INTEREST	58

35.0	COMPLETION OF CONTRACT	58
36.0	COUNTY LOBBYIST ORDINANCE	59
37.0	CONFIDENTIALITY	59
38.0	BUDGET REDUCTIONS	59
39.0	AUTHORIZATION WARRANTY	59
40.0	NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	59
41.0	RECYCLED PAPER	60
42.0	COMPLIANCE WITH JURY SERVICE PROGRAM.....	60
43.0	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW..	61
44.0	CONTRACTOR'S OBLIGATION UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)	62
45.0	NEPOTISM.....	62
46.0	MERGER.....	62

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION

The requirements are set forth in Part A (Performance Work Statement) of this contract.

2.0 CONTRACTOR'S SERVICES

CONTRACTOR shall provide services for the COUNTY in the manner and form described in this contract and all attachments hereto.

3.0 TAX LIABILITY LIMITATION

COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income and/or property taxes, which may be imposed in connection with, or resulting from this contract or CONTRACTOR'S performance hereunder.

4.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

4.1 Performance of services under this contract, may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty (30) day prior written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

4.2 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

4.2.1 Stop services under this contract on the date and to the extent specified in the Notice of Termination.

4.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

4.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may

determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

- 4.4 Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 4.5 CONTRACTOR shall make available to COUNTY and all authorized State and Federal agencies, at all reasonable times, at the office of CONTRACTOR all his books, records, documents, including all pertinent cost accounting, financial records and proprietary data. Such material must be kept and maintained for a period of five (5) years after completion of the contract, or until such time as all audits are complete, whichever is later. In the event that records are located outside the County of Los Angeles, then CONTRACTOR shall pay COUNTY for travel and per diem costs in connection with an inspection or audit.

5.0 TERMINATION FOR DEFAULT OF CONTRACTOR

- 5.1 COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances:
 - 5.1.1 If CONTRACTOR fails to perform the service within the time specified or any extension thereof; or
 - 5.1.2 If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.
- 5.2 In the event COUNTY terminates this contract in whole or in part as provided in this section, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to

those terminated, and CONTRACTOR shall be liable to COUNTY for any excess costs for such similar services.

- 5.3 If, after notice of termination of this contract under provision of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience of the County".

6.0 TERMINATION FOR DEFAULT FOR INSOLVENCY

- 6.1 COUNTY may cancel this contract for default in the event of the occurrence of any of the following:

6.1.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

6.1.2 The filing of a voluntary petition of bankruptcy;

6.1.3 The appointment of a Receiver or Trustee for CONTRACTOR;

6.1.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

- 6.2 The remedies reserved to COUNTY herein shall be cumulative and additional to any other remedies provided in law or equity.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award, amendment or extension of the contract or making of any determinations with respect to CONTRACTOR'S performance pursuant to the contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either

to the County manager charged with the supervision of the employee or to the Los Angeles County Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 8.0, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to Section 5.0 TERMINATION FOR DEFAULT OF CONTRACTOR.

10.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support

evaders. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR'S place of business. COUNTY'S Child support Services will supply CONTRACTOR with the poster to be used.

11.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code (Attachment M), if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

11.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

12.0 **LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION**

COUNTY'S obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30th of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this contract extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected services shall be terminated as of June 30th of the then current fiscal year. COUNTY shall notify CONTRACTOR in writing of such non-allocation at the earliest possible date.

13.0 **INDEPENDENT CONTRACTOR STATUS**

This contract is by and between the County of Los Angeles and CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this contract.

14.0 SUBCONTRACTING

- 14.1 No performance of this contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract any performance of the terms of this contract without the express written consent of COUNTY shall be null and void and shall constitute a breach of the terms of this contract. In the event of such a breach, this contract may be terminated forthwith.
- 14.2 In the event COUNTY should consent to subcontracting, each and all of the provisions of this contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
- 14.3 In the event that COUNTY should consent to subcontracting, the CONTRACTOR shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

15.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to the demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this contract.

16.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification of COUNTY and during the term of this contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR'S own expense.

- 16.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to the Los Angeles County Probation Department, 9150 East Imperial Highway, Room B62, Downey, California 90242, Attention: Daniel Sahagun, prior to commencing services under this contract. Such certificates or other evidence shall:

- 16.1.1 Specifically identify this contract.
 - 16.1.2 Clearly evidence all coverage required in this contract.
 - 16.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate or insurance.
 - 16.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this contract.
 - 16.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 16.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 16.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 16.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
- 16.4.1 Any accident or incident relating to services performed under this contract which involves injury or property damage which may result in the filing of a claim or lawsuit against

CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.

16.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this contract.

16.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.

16.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this contract.

16.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

16.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure that any and all subcontractors performing services under this contract meet the insurance requirements of this contract by either:

16.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

16.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

17.0 INSURANCE COVERAGE REQUIREMENTS

17.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limit of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

17.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars

(\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- 17.3 Workers Compensation and Employees Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease – Each Employee:	\$1 million

- 17.4 Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

18.0 COVENANT AGAINST CONTINGENT FEES

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, COUNTY shall have the right to terminate this contract and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

19.0 GOVERNING LAWS

This contract shall be construed in accordance with and governed by the laws of the State of California.

20.0 COMPLIANCE WITH LAWS

- 20.1 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations including CAL/OSHA standards for

HIV, Hepatitis B, etc., and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

- 20.2 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR of such laws, rules, regulations and ordinances.

21.0 COMPLIANCE WITH LIVING WAGE PROGRAM

21.1 Living Wage Program

This contract is subject to the provisions of the COUNTY'S ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Attachment K and incorporated by reference into and made a part of the contract.

21.2 Payment of Living Wage Rates

- 21.2.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that CONTRACTOR qualified for an exception to the Program (Section 2.201.090 of the County Code), CONTRACTOR shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the COUNTY under the contract:

21.2.1.1 Not less than \$9.46 per hour if, in addition to the per-hour wage, CONTRACTOR contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

21.2.1.2 Not less than \$8.32 per hour if, in addition to the per-hour wage, CONTRACTOR contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. CONTRACTOR will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the contract,

CONTRACTOR contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, CONTRACTOR shall be required to pay its employees the higher hourly living wage rate.

- 21.2.2 For purposes of this Section, "CONTRACTOR" includes any subcontractor engaged by CONTRACTOR to perform services for the COUNTY under the contract. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of CONTRACTOR under the laws of California, and who is providing full-time services to CONTRACTOR, some or all of which are provided to the COUNTY under the contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.
- 21.2.3 If CONTRACTOR is required to pay a living wage when the contract commences, CONTRACTOR shall continue to pay a living wage for the entire term of the contract, including any option period.
- 21.2.4 If CONTRACTOR is not required to pay a living wage when the contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Program's definition of "Employer" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the contract, including any option period. The COUNTY may also require, at any time during the contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Program's definition of "Employer" and/or that

CONTRACTOR continues to qualify for an exception to the Program. Unless CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the contract, including any option period.

21.3 CONTRACTOR'S Submittal of Certified Monitoring Reports

CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of CONTRACTOR'S employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by CONTRACTOR for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of CONTRACTOR'S current health care benefits plan, and CONTRACTOR'S portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY, or any other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information CONTRACTOR shall promptly provide such information. CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

21.4 COUNTY Auditing of CONTRACTOR Records

Upon a minimum of twenty-four (24) hours' written notice, the COUNTY may audit, at CONTRACTOR'S place of business, any of CONTRACTOR'S records pertaining to the contract, including all documents and information relating to the certified monitoring reports. CONTRACTOR is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

21.5 Notifications to Employees

CONTRACTOR shall place COUNTY-provided living wage posters at each of CONTRACTOR'S places of business and all locations where CONTRACTOR'S employees are performing services for the COUNTY. CONTRACTOR shall also distribute COUNTY-provided

notices to each of its employees at least once per year. CONTRACTOR shall translate the posters and handouts into Spanish and any other language spoken by a significant number of its employees.

21.6 Enforcement and Remedies

If CONTRACTOR fails to comply with the requirements of this Section, the COUNTY shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

21.6.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports - If CONTRACTOR submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

21.6.1.1 Withholding of Payment - If CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, the COUNTY may withhold from payment to CONTRACTOR up to the full amount of any invoice that would otherwise be due, until CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

21.6.1.2 Liquidated Damages - It is mutually understood and agreed that CONTRACTOR'S failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR'S

breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against CONTRACTOR liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due CONTRACTOR.

21.6.1.3 Termination - CONTRACTOR'S continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the contract.

21.6.2 Remedies for Payment of Less than the Required Living Wage - If CONTRACTOR fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

21.6.2.1 Withholding Payment - If CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due CONTRACTOR the aggregate difference between the living wage amounts CONTRACTOR was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The COUNTY may withhold said amount until CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

21.6.2.2 Liquidated Damages - It is mutually understood and agreed that CONTRACTOR'S failure to pay any of its employees at least the applicable hourly

living wage rate will result in damage being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR'S breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against CONTRACTOR liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due CONTRACTOR.

21.6.2.3 Termination - CONTRACTOR'S continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the contract. In the event of such material breach, COUNTY may, in its sole discretion terminate the contract.

21.6.3 Debarment - In the event CONTRACTOR breaches a requirement of this Section, the COUNTY may, in its sole discretion, bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, not to exceed three (3) years.

21.7 Use of Full-Time Employees

CONTRACTOR shall assign and use full-time employees of CONTRACTOR to provide services under the contract unless CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time employees based on staffing efficiency or COUNTY requirements for the work to be performed under the contract. It is understood and agreed that CONTRACTOR shall not, under any circumstance, use non-full-time employees for services provided under the contract unless and until the COUNTY has provided written authorization for the use of same. CONTRACTOR submitted with its proposal a full-time-employee staffing plan. If CONTRACTOR changes its full-time-employee staffing

plan, CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

21.8 CONTRACTOR Retaliation Prohibited

CONTRACTOR and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the COUNTY or to any other public or private agency, entity or person. A violation of the provisions of this section may constitute a material breach of the contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the contract.

21.9 CONTRACTOR Standards

During the term of the contract, CONTRACTOR shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the COUNTY, CONTRACTOR shall demonstrate to the satisfaction of the COUNTY that CONTRACTOR is complying with this requirement.

21.10 Neutrality in Labor Relations

CONTRACTOR shall not use any consideration received under the contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of CONTRACTOR'S employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

22.0 CHANGES AND AMENDMENTS OF TERMS

COUNTY reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 22.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY'S Chief Probation Officer and CONTRACTOR'S Project Director.

- 22.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included in this contract, a negotiated modification to this contract shall be executed by the Los Angeles County Board of Supervisors and CONTRACTOR.
- 22.3 As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of COUNTY'S Chief Probation Officer warrants execution by the Los Angeles County Board of Supervisors.

23.0 ASSIGNMENT

This contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may be assigned only upon the written consent of the other party and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this contract, in consequence of such consent, shall be subject to set-off, recoupment or other reduction for any claim which one party may have against the other.

24.0 RECORD RETENTION AND INSPECTION

Upon request from COUNTY, CONTRACTOR shall allow COUNTY or authorized State and Federal agencies or any duly authorized representative to have access to and examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this contract. Such material, including all pertinent cost accounting, financial records and proprietary data, shall be kept and maintained by CONTRACTOR for a period of five (5) years after completion of this contract, or until such time as all audits are complete, whichever is later. In the event records are located outside the County of Los Angeles, CONTRACTOR shall pay COUNTY for travel and per diem costs connected with any inspection or audit.

25.0 AUDITS

At any time during the term of this contract or at any time after the expiration or termination of this contract, authorized representatives of COUNTY may conduct an audit of CONTRACTOR regarding the services provided to COUNTY.

26.0 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR'S need to identify its services and

related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this contract within the following conditions:

- 26.1 CONTRACTOR shall develop all publicity material in a professional manner.
- 26.2 During the course of performance on this contract, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without the prior written consent of the Chief Probation Officer, or his designee.
- 26.3 Upon conclusion of the project, COUNTY grants CONTRACTOR a non-exclusive license to publish findings in journals or other academic related publications. CONTRACTOR will provide COUNTY a copy for review thirty (30) days prior to publication.

27.0 NOTICE OF DELAYS

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

28.0 VALIDITY

The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision.

29.0 WAIVER

No waiver of a breach of any provision of this contract by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this contract. Failure of COUNTY to enforce at any time, or from time to time, any provision of this contract shall not be construed as a waiver thereof. The remedies of COUNTY herein reserved shall be cumulative and additional to any other remedies in law or equity.

30.0 NOTICES

- 30.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office, or

substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business as designated in its response to this Request for Proposal, or such other place as may be hereinafter designated in writing by CONTRACTOR. The notices and envelopes containing same to COUNTY shall be addressed to:

Richard Shumsky
Chief Probation Officer
Los Angeles County Probation Department
9150 E. Imperial Highway
Downey, CA 90242

30.2 In the event of suspension or termination of the contract by COUNTY, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

30.3 The Chief Probation Officer shall have authority to execute all notices required or permitted to be given here.

31.0 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 P.L. 99-603). CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

32.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be

otherwise subjected to discrimination under this contract or under any project, program, or activity supported by this contract.

33.0 NONDISCRIMINATION IN EMPLOYMENT

- 33.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 33.2 CONTRACTOR shall take affirmation action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental handicap or marital status, or political affiliation. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.
- 33.3 CONTRACTOR shall deal with its subcontractors, CONTRACTORS, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap or marital status, or political affiliation.
- 33.4 CONTRACTOR shall give a COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 33.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this contract have been violated, in addition, a determination by the California Fair Employment Practices Commission of the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State and Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this contract.
- 33.6 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this contract, COUNTY shall, at its option,

be entitled to a sum of five hundred dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this contract.

34.0 CONFLICT OF INTEREST

CONTRACTOR represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein or does or shall have any direct or indirect financial interest in this contract.

35.0 COMPLETION OF CONTRACT

- 35.1 If CONTRACTOR is not expected to continue to provide services beyond the end of the current contract, at least thirty (30) days prior to the end of the current contract, CONTRACTOR shall provide the consulting services to Probation personnel for orientation to ensure a smooth transition from CONTRACTOR providing services back to the COUNTY or another CONTRACTOR. CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of CONTRACTOR personnel during the transition period. In addition, CONTRACTOR shall explain and return to COUNTY, as requested, all reports, documents, data files and computer systems developed and/or used in connection with CONTRACTOR'S performance hereunder.
- 35.2 Upon expiration of the contract, or in the event of termination, on the demand of the COUNTY Contract Manager, all files and related documents, reports, records, correspondence, policies and procedures manuals, and all other documents relating to the operations of services under the contract shall be returned to the COUNTY as the Contract Manager may direct. All the materials described above shall be understood to be the property of COUNTY.
- 35.3 Upon expiration or termination of the contract, CONTRACTOR shall deliver to COUNTY all client folders, including all work completed or in progress within fifteen (15) business days after termination of the contract.
- 35.4 If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to fifty percent (50%) of the last months' payment as liquidated damages.

36.0 COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR and any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this contract upon which COUNTY may immediately terminate or suspend this contract. (Refer to Attachment N)

37.0 CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billings, COUNTY records, and adult and juvenile records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this contract. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached "Confidentiality of CORI Information" (Refer to Attachment E).

38.0 BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts a 2004/2005 County Budget which provides for reductions and imposes similar reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for Fiscal Year 2004/2005 services provided by CONTRACTOR. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the contract.

39.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this contract have been accomplished.

40.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice 1015 (refer to Attachment J).

41.0 RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the contract.

42.0 COMPLIANCE WITH JURY SERVICE PROGRAM

42.1 Jury Service Program

This contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Attachment O and incorporated by reference into and made a part of the contract.

42.2 Written Employee Jury Service Policy

42.2.1 Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

42.2.2 For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one (1) or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-

standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for the purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

42.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

42.2.4 CONTRACTOR'S violation of this Section of the contract may constitute a material breach of the contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

43.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services (DCFS) will supply the

CONTRACTOR with the poster to be used. CONTRACTOR should call (213) 351-5886 to request a poster. (Refer to Attachment L)

44.0 CONTRACTOR'S OBLIGATION UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Attachment W in order to provide those services. The County and the Contractor therefore agree to the terms of Attachment W, *Contractor's Obligations Under HIPAA*.

45.0 NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this agreement if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

46.0 MERGER

This contract (and other relevant documents to be determined), which is incorporated herein by reference, shall constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous contracts, written or oral, and all other communications between the parties relating to the subject matter of this contract.

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ATTACHMENT B

PERFORMANCE REQUIREMENTS SUMMARY

This attachment lists the required services which will be monitored by the Probation Department during the term of this contract; the required standard of service; the method of COUNTY surveillance; the maximum deviation from the standard which can occur before damages can be assessed; and the monetary damages for exceeding the maximum deviation.

Quality Assurance

On an ongoing basis, CONTRACTOR'S performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance which may be used are:

- 1) User complaints
- 2) Random sampling
- 3) 100 percent inspection
- 4) Information from CONTRACTOR reports

Criteria for Determination of Payment

CONTRACTOR shall invoice Probation monthly in arrears and Probation will pay to CONTRACTOR, upon receipt of proper invoice, the monthly payment less any deductions for performance variance and/or line count discrepancies. Payments will be made monthly and only for these services rendered within the acceptable quality levels as set forth in the Performance Requirement Summary section of the contract. (Refer to Part E, Section 5.0.)

If performance of a service is unacceptable as determined by COUNTY and the unacceptable performance was not caused by Probation personnel, COUNTY will not be obligated to pay the full percentage for that service when performance does not conform with the requirements of this contract. The COUNTY shall have the right to reduce the contract price to reflect the reduced value of the service provided.

Probation will make every reasonable effort to resolve problems. When the performance is unacceptable, the Probation Department will complete a Contract Discrepancy Report (CDR). The CDR will require the CONTRACTOR to respond in writing, and explain the unacceptable performance, as well as how recurrence of the

problem will be prevented. The Contract Manager will evaluate the CONTRACTOR'S explanation and determine if full payment, partial payment, or the contract termination process is applicable.

When an instance of unacceptable performance comes to the attention of Probation personnel, who are recipients of the services provided by the contract, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR. The receipt of several UCRs concerning a particular area of performance may result in a formal examination of the contractor's performance in this area.

The deduction against the contract for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

For services monitored by 100% inspection, or user complaints, the figure in column 6 (Deduction from Contract Price) of the PRS Chart is multiplied by the number of unacceptable instances which exceed the AQL in Column 4. The resulting dollar amount is the amount of the deduction for performance variance which shall be applied against the monthly payment.

For services monitored by random sampling, the total number of defects found is used to determine the percentage of the lot which is unacceptable. For illustration only, if a sample of 100 court reports is taken from a total output or lot of 1,000, and monitored to ensure the accuracy of the transcribing (the absence of typographical errors): Of these 100 reports, 10 were determined to have typographical errors. In order to determine the amount to be assessed the CONTRACTOR the amount of unacceptable court reports (10) would be multiplied by the sample size (100) which equals 10%. This percentage is multiplied by the lot size (1000) and the product is 100 cases. Therefore 100 would be multiplied by \$5.00 (the amount of damages per occurrence) and the product, \$500.00, is the amount deducted from the monthly payment.

Actual sample sizes will be selected according to the MIL-STD-105D sample guide for sample selection. (See following page)

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed. Because the sample represents the entire lot (the total number of correct reports for the day, week or month sampled), the correction of defects found by Probation shall not improve the overall rating of that service.

ATTACHMENT B (CONT'D)

MIL-STD-105D SAMPLE GUIDE

LOT SIZE	NORMAL SAMPLE SIZE	MEDIUM SAMPLE SIZE	SMALL SAMPLE SIZE
2 - 8	2	2	2
9 - 15	3	2	2
16 - 25	5	3	3
26 - 50	8	5	5
51 - 90	20	8	8
91 - 150	20	8	8
151 - 280	32	13	13
281 - 500	50	20	13
501 - 1,200	80	32	20
1,201 - 3,200	125	50	32
3,201 - 10,000	200	80	32
10,001 - 35,000	315	125	50
35,001 - 150,000	500	200	80
150,001 - 500,000	800	315	80
500,000 AND OVER	1250	500	125

ATTACHMENT B (CHART)

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Indicator	Standard	Maximum Allowable Degree of Deviation from Requirement (AQL)	Typical Method of Surveillance	Deduction from Contract Price for Exceeding the AQL
Overall compliance with Scope of Work Part A, 1.0	Random Inspections	Record of investigation of contractor to ensure compliance	4%	Random inspections and information from contractor reports	\$100 per day until rectified
Overall compliance with Specific Tasks Part A, 2.0	Random Inspections	Record of investigation of contractor to ensure compliance	4%	Random inspections and information from contractor reports	\$100 per day until rectified
Transcribing Court Reports (Part A, 2.2)	Reject log maintained by Probation and court reports	Accurate, error free typing; use of proper format	One error per three pages	User Complaint Random Sampling	\$5 per page over AQL
Transmit/Pickup/ Delivery – Part A, 2.3					
A. Pickup/Deliver/ Transmit (Part A, 2.3.2)	Pickup and delivery log maintained by Contractor and Probation, dictation transmittal	All dictated reports transcribed, printed and accounted for	0%	Random Sampling	\$250 per occurrence
B. Pickup/Delivery/Transmit Schedule (Part A, 2.3.3)	Pickup and delivery log maintained by Contractor and Probation	All reports delivered/transmitted by established deadline	4%	Random Sampling	\$25 per occurrence per day late
C. Retrieval (Part A, 2.4)	Probation request delivery/sign-in log	Within 2 hours	0%	Random Sampling	\$200 per occurrence
Security –Confidentiality (Part A, 2.5)	CORI information form and required security system	All CORI requirements met. No unauthorized release of information	0%	User Complaint Random Sampling	\$1,000 per occurrence
Management Information (Part A, 2.6)	Dictation Complete Transmittal, Required logs	On Time; Accurate	4%	100% Inspection Random Sampling	\$100 per occurrence
Self Monitoring Reports (Part A, 2.7)	Completed monitoring reports	Complete on time	4%	Random Sampling 100% Inspection	\$50 per occurrence
Equipment (Part A, 12.1, 12.2, and 12.3)	Completed court reports	100% equipment maintenance	0%	User Complaint Random Sampling	\$250 per occurrence
Employee Benefits (Part A, 3.6 and Attachment P)	Quarterly Review	All requirements	0%	Random Sampling 100% Inspection	\$200 per employee per occurrence
Employee Criminal Records (Part A, 3.7)					
A. Transcribing personnel fingerprinted prior to employment	Quarterly Review	All Requirements	0%	Random Sampling	\$100 per employee per occurrence
B. No transcribing personnel shall have a criminal conviction record unless such record has been fully disclosed	Quarterly Review	All Requirements	0%	Random Sampling	\$100 per employee per occurrence
C. Contractor shall reimburse County for record check	Quarterly Review	All Requirements	0%	Random Sampling	\$100 per employee per occurrence
Quality Control Plan Part A, 5.0	Quarterly Review	Adhere to County requirements	0%	Random Sample Inspections	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions Attachment A, 1.0 – 46.0	Quarterly Review	Adhere to County requirements	0%	100% inspections	Up to \$50 per occurrence

ATTACHMENT C- Page 1 of 3

ADULT AND JUVENILE COURT REPORT FORMS

FORM NUMBER	ADULT FORM NAME
5A	Blank Pleading Form
19SC	P&S; 131.3; DEJ; Post Sentence; Diversion
241A	General Supervision Report
241E	BWI/Desertion
241F	Notice on Financial Conditions
241H	Death of Probationer
241I	Violation for Financial Conditions
241J	Violation for Narcotic Testing
241K	General Violation
241L	Early Term; Reduction; Term; Dism.
241M	Supplemental Report-CII only
241N	Deportation of Probationer
241P	Probationer in Prison; 1203.2A Term in Prison
241Q	Technical Violation (Notice)
522R	Request for Calendar Date
537	Report to Sheriff's Department-Probation Violator
613	Continuance/Prob-DEJ Denied
641	Arrest of Probationer re Violation of Probation
646	Notice to Probationer/Request for Calendar Date
691	County Parole/To Board of Parole Commissioners
712	Supplemental Report
898	Adult Commitment Transmittal
940	Probation Department Progress Report (ISC; CS)
1030	Diversion Report
1082	Notice to Court of Arrest of Probationer (Notice)
1201	Modification/Non-Appearance (1203.9PC Outgoing)
1224	P&S Memorandum of Court Order
1225	Supplemental Supervision Memorandum of Court Order
1227	Interstate Compact Report; County Supervision Report
1242	Recommended Terms and Conditions of Probation
1302	DEJ/Probation Grant

ATTACHMENT C- Page 2 of 3

1361	Waiver of Right to a Hearing Regarding COPS
1390	Request for Judgment and Entry of Judgment (1203.1b)
1395	1210PC Progress Report
1402	Early Disposition
1403	Determination of the Cost of Probation Services
P9316	County Parole Investigation Report
P10009	Pretrial Services Division Interview Form
YA1.411	YA Referral Document
YA3-528	Parole and Probation Form I

(Juvenile forms continued on next page)

ATTACHMENT C- Page 3 of 3

FORM NUMBER	JUVENILE FORM NAME
5A	Blank Pleading Form
24	Supplemental Investigation
24CP	Camp Furlough/Progress Report
24JR	Placement Judicial Review
25A	Notice of Violation/777 WIC
202A	601 WIC Petition - General
202F	601 WIC Petition - Truancy
202I	778 WIC Petition
581	Youth Authority Packet Inventory
651	Notice of Warrant Issued by Juvenile Court
706	Juvenile Petition Request Witness List
804	Information for Court Officer (Juvenile)
840	Recommendation for Continuance
981	Juvenile Court Calendar Set-on Slip Appearance Hearing-Non-Detained
1043	Probation Officer's Report for Civil Court
1086	15-Day Detention Review
1111	Notice of Potential Violation to Juvenile Court
1120	District Attorney Non-Detained Petition
1177	Request for Bench Warrant
1245	Annual Report/Progress Report/Violation/777(e) WIC
1246	Bench Warrant Report
1259	Juvenile Conditions of Probation
1264-PT	Disposition Report-Probation w/ Case Plan and w/TILP
1264-P	Disposition Report-Probation w/o TILP
1264-O	Disposition Report-Probation w/o Case Plan and w/o TILP
1264-7T	777 Petition w/ Case Plan and w/ TILP
1264-7	777 Petition w/ Case Plan and w/o TILP
1264-8T	778 Petition w/ Case Plan and w/ TILP
1264-8	777 Petition w/ Case Plan and w/o TILP
1264-D	241.1 WIC Disposition Report-Probation & DCFS w/Case Plan
1264-F	Fitness Report w/o Case Plan and w/o TILP
1331	Crime/Probation Violation Probable Cause Declaration
1399	Suitable Placement Notice
YA 1.411	Department of The Youth Authority Referral Document
YA 3503	Form 1A: Application for Compact Services (Juvenile Compact Forms)
YA 3-528	Parole & Probation Form 1: Investigation Request

ATTACHMENT D

LOS ANGELES COUNTY PROBATION DEPARTMENT OFFICES

CONTRACTED WORK LOCATIONS

East Los Angeles Area Office
144 South Fetterly Avenue
Los Angeles, CA 90022

Firestone Area Office
8526 S. Grape Street
Los Angeles, CA 90001

Harbor Area Office
3221 Torrance Blvd.
Torrance, CA 90503

Harbor/Inglewood Office
1 W. Regent Street, Rm. 631
Inglewood, CA 90301

Kenyon Juvenile Justice Center
7625 So. Central Avenue
Los Angeles, CA 90001

Long Beach Area Office
415 W. Ocean Blvd.
Long Beach, CA 90802

Crenshaw Area Office
3606 W Exposition Blvd.
Los Angeles, CA 90016

Sylmar/Barry J. Nidorf Juvenile Hall
16350 Filbert St,
Sylmar, CA 91342

West District
Airport Courthouse
11701 S. La Cienega Blvd.
Los Angeles, CA 90045

Rio Hondo Area Office
8240 South Broadway
Whittier, CA 90606

San Gabriel Valley Area Office
11234 E. Valley Blvd., Ste. 302
El Monte, CA 91731

Santa Monica Area Office
1727 Main Street
Santa Monica, CA 90401

South Central Area Office
200 W. Compton Blvd., Third Floor
Compton, CA 90221

OVERFLOW LOCATIONS

Alhambra Transcribing Pool
200 West Woodward Ave.
Alhambra, CA 91801

East San Fernando Valley Area Office
14414 Delano St.
Van Nuys, CA 91401

Pomona Valley Area Office
1660 West Mission Blvd.
Pomona, CA 91766

Probation Headquarters
9150 E. Imperial Hwy.
Downey, CA 90242

ATTACHMENT F (CONT'D)
ON TIME DICTATION REPORT

TO: TRANSCRIBING SERVICES
FROM: Martha Washington, STT
PERIOD: January 1 to January 31, 1997
AREA OFFICE/POOL: CENTINELA TRANSCRIBING POOL

Area Office Totals	Total Reports	On Time Excused		%	Late	%
Centinela (Adult)	50	47	1	96.0	2	4.0
Centinela (Juvenile)	113	97	11	95.6	5	4.4
Crenshaw (Adult)	77	67	2	89.6	8	10.4
Crenshaw (Juvenile)	136	114	19	97.8	3	2.2

ATTACHMENT G
CONTRACTOR'S EEO CERTIFICATION

Rapidtext, Inc.
Company Name
1901 Dove St, Suite 101, Newport Beach, CA 92660
Address
33-0886091
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

	CERTIFICATION	YES	NO
1.	The contractor has a written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2.	The contractor periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3.	The contractor has system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4.	Where problem areas are identified in employment practices, the contractor has a system for taking reasonable corrective action to include establishment of goals or timetables.	(X)	()

Jerry A. Woods 3/2/04
Signature Date

Jerry Woods CEO
Name and Title of Signer (please print)

ATTACHMENT H

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that RAPIDTEXT, INC. is my sole employer for purposes of this employment.

I rely exclusively upon RAPIDTEXT, INC. for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer RAPIDTEXT, INC. and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

Original must be signed by each employee by first day of employment and must be retained by CONTRACTOR.

CONTRACTOR must forward copy to County Workers' Compensation Division within five (5) business days.

ATTACHMENT I

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for Contract award, contractors shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, Contractors shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Contractor's shall complete, sign, and return with their proposal this form.

Contractor's who are unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated, and return this form with its accompanying response to the Request for Proposals:

- A. Contractor has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

Yes _____

No ✓

(Subject to verification by County)

- B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that the Contractor is willing to interview qualified GAIN/GROW participants

Yes ✓

No _____

- C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

Yes ✓

No _____

N/A _____

(Program not available)

Rapidtext, Inc.
Type or print name of firm

Jerry A. Woods
Signature

Jerry Woods
Type or print Name

Chief Executive Officer
Type or print Title

Date

(949) 399-9200
Telephone Number

(949) 399-9216
Fax Number

ATTACHMENT J

Internal Revenue Service Notice 1015 (Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,350.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2001 are less than \$32,212 that he or she maybe eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give W-2 and do so in time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given in time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on any employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-929-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015
(Rev. 10-2001)

ATTACHMENT K

TITLE 2 ADMINISTRATION CHAPTER 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition 2.201.010 Findings.

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- D. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- E. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- F. "Employer" means:
 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full-Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure

pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or
 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

ATTACHMENT L SAFELY SURRENDER BABY LAW FACT SHEET

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station!

2.202.030 Determination of Contractor Non-Responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the county or any other public entity.
- C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.
- D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the CONTRACTOR'S acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors.

- A. The County may debar a contractor who has an existing contract with the county and/or a contractor who has submitted a bid or proposal for a new contract with the County.
- B. The County may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- D. The decision by the County to debar a contractor is within the discretion of the county. The seriousness and extent of the Contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the County in making any debarment decision. Upon a debarment finding by the board of supervisors, the County shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the County, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the County may, in its discretion, terminate any or all existing contracts the contractor may have with the County. In the event that any existing contract is terminated by the county, the County shall maintain the right to

pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

ATTACHMENT N

CERTIFICATION OF COMPLIANCE WITH
LOS ANGELES COUNTY LOBBYIST ORDINANCE
(COUNTY CODE CHAPTER 2.160)

By submission of my proposal, I attest to a full understanding of the following statement:

Each person by submitting a response to this request for proposals (request for bids or other solicitation) certifies that such proposer (CONTRACTOR) and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer (CONTRACTOR), is in full compliance with Chapter 2.160 of the Los Angeles County Code.

Furthermore, as a potential Contractor, I attest to a full understanding that future County contracts will contain language similar to the following:

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

List names and telephone numbers of persons authorized legally to commit the CONTRACTOR/contractor.

Jerry Woods _____
(949) 399-9200 _____

Date _____

Name of Firm Rapidtext, Inc. _____

Title of Signer CEO _____

Typed Name of Contractor Jerry Woods _____

Signature of Contractor Jerry Woods _____

ATTACHMENT O

Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings: The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months, which if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

ATTACHMENT P

PROPOSITION A CONTRACTING CONTRACT EMPLOYEE BENEFITS

Each CONTRACTOR shall provide the following information on employees' benefits to be provided to all personnel assigned to this contract service:

COMPANY NAME: Rapidtext, Inc.

CONTRACTOR EMPLOYEE BENEFITS

<u>Benefit</u>	<u>Contractor</u>
Health Plan	yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Dental Plan	yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Vision Plan	yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Life Insurance	yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Retirement Plan	yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Holidays	# of days per yr. <u>7</u>
Sick Leave	# of days per yr. <u>0</u>
Vacation	# of days per yr. <u>8 to 17</u>

} Total PTO
is 15 to
24 days
annually.

Employee Only Premium

Health Plan	\$ <u>147</u> per month/ <u>75</u> % paid by employer
	\$ <u>49</u> per month/ <u>25</u> % paid by employee
Hospital Inpatient Plan	pays <u>0</u> up to <u>\$500</u> and 100% thereafter
Office Visits	\$ <u>20</u> co-pay, \$ <u>1,500</u> per year maximum
Dental Plan	\$ <u>0</u> per month/ <u>0</u> % paid by employer
	\$ <u>13</u> per month/ <u>100</u> % paid by employee
Office Visits	\$ <u>0</u> co-pay, \$ <u>0</u> per year maximum

ATTACHMENT P (CONT.)

Vision Plan \$ 0 per month/ 0 % paid by employer
\$ 10 per month/ 100 % paid by employee

Life Insurance Plan \$ 4 per month/ 100 % paid by employer
\$ 0 per month/ 0 % paid by employee

Retirement Plan \$ 0 per month/ 0 % paid by employer
\$ * per month/ 100 % paid by employee

Family Coverage Available

Health Plan \$ 0 per month/ 0 % paid by employer
\$ 453 per month/ 100 % paid by employee

Hospital Inpatient Plan pays 0 % up to \$ 500 and 100% thereafter

Office Visits \$ 20 co-pay, \$ 1,500 per year maximum

Dental Plan \$ 0 per month/ 0 % paid by employer
\$ 36 per month/ 100 % paid by employee

Office Visits \$ 0 co-pay, \$ 0 per year maximum

Vision Plan \$ 0 per month/ 0 % paid by employer
\$ 12 per month/ 100 % paid by employee

Office Visits \$ NA co-pay, \$ _____ per year maximum

Provide Benefits/Coverage for Health, Dental and/or Vision. (Include information about co-insurance, co-payments, deductibles, out-of-pocket limits, etc.)

* 401K Plan. At employees discretion.

Note: Rapidtext also gives up to 5 days of paid jury duty leave.

ATTACHMENT Q

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, the potential CONTRACTOR certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other CONTRACTOR or competitor for the purpose of restricting competition.
- B. List names and telephone numbers of persons authorized legally to commit the CONTRACTOR.

NAME

PHONE NUMBER

Jerry Woods

(949) 399-9200

NOTE: Persons signing on behalf of the CONTRACTOR will be required to warrant that they are authorized to bind the CONTRACTOR.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

None

- D. CONTRACTOR acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. CONTRACTOR understands that if it is determined by the COUNTY that the CONTRACTOR did participate as a consultant in this RFP process, the COUNTY shall reject this proposal.

Rapidtext, Inc.
Name of firm

Jerry Woods
Print Name of Signer

Chief Executive Officer
Title

James A. Smith
Signature

3/2/04
Date

ATTACHMENT R

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit making firms or businesses in which employees described in number 1 serve as officers, principals, partners or major shareholders;
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract, or
 - b. Participated in any way in developing the contract of its service specification; and
4. Profit making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Rapidtext, Inc. Jerry Woods
Contractor Name

Chief Executive Officer
Contractor Official Title

James A. Woods 3/2/04
Contractor's Signature Date

ATTACHMENT S

County of Los Angeles - Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Rapidtext, Inc.

☒ I AM NOT ☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

TOTAL NUMBER OF EMPLOYEES (including owners): 63
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						3
Hispanic/Latino					5	7
Asian or Pacific Islander				1	1	1
American Indian						
Filipino						
White	1	1	3	3	12	25

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	84 %
Women	%	%	%	%	%	16 %

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES**
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprises by a public agency, complete and attach a copy of your proof of certification. (Use back of form if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature: Jane R. [Signature] Title: CEO Date: 3/2/04
97
CONFIDENTIAL

CBE SANCTIONS

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit information with the intent of receiving CBE certification and its concurrent benefit for which they are not entitled:

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any County contract or project for a period of three (3) years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business' suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization is true and correct.

Name of Firm

Rapidtext, Inc

Signature Title

James L. Smith

Date 3/2/04

ATTACHMENT T

PRINCIPAL OWNER INFORMATION FORM

Los Angeles COUNTY Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the COUNTY to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders, proposers or CONTRACTORS for COUNTY contracts provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the CONTRACTOR. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the CONTRACTOR has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW AS SOON AS POSSIBLE. CONTRACTOR CANNOT COMMENCE PROVIDING SERVICES UNTIL HE/SHE PROVIDES DOCUMENTATION CONFIRMING SUBMISSION OF THIS FORM. MAINTAIN DOCUMENTATION OF SUBMISSION.

In addition, bidders, proposers or CONTRACTORS must certify to the COUNTY department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the contract.

TO: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0343

Telephone: (323) 889-2782

CONTRACTOR Name as Shown on Contract: Rapidtext, Inc.

CONTRACTOR Address: 1901 Dove St. Suite 101
Newport Beach, CA 92660

Telephone: (949) 399-9200 FAX: (949) 399-9216

COUNTY Department Awarding Contract: Probation

Type of Goods or Services to be Provided: Transcription

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box 1 is checked, no further information is required. Please sign and date the form below.

1. ☐ No natural person owns an interest of 10 percent or more in this CONTRACTOR.
2. ☒ Required principal owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received From CONTRACTOR	
			(YES)	(NO)
1.	<u>Jerry Woods</u>	<u>CEO</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	<u>Glory L. Johnson</u>	<u>COO</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	<u>CHIC</u>	<u>INVESTMENT COMPANY</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I declare under penalty of perjury that the foregoing information is true and correct.

By: Jerry A. Woods Date: 3/2/04

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the COUNTY.)

(Print Name) Jerry Woods Title/Position CEO

ATTACHMENT U

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the COUNTY to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders, proposers or CONTRACTORS for COUNTY contracts submit certifications of Program compliance to the Probation Department along with their contract. (In an emergency procurement, as determined by the Probation department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE PROBATION DEPARTMENT ATTACHED TO YOUR SIGNED CONTRACT. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW.

I (print name) Jerry Woods, hereby submit this certification to the County of Los Angeles Probation Department pursuant to the provisions of COUNTY Code Section 2.200.060 and hereby certify that (CONTRACTOR name as shown on contract) Rapidtext, Inc. (CONTRACTOR address) 1901 Dove St., Suite 101, Newport Bch, CA 92660 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department.
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing information is true and correct.

Executed this 2nd Day of MARCH, 2004
(Month and Year)

at: Newport Beach, CA 92660 (949) 399-9200
(City/State) (Telephone No.)

by: Jane A. Hood
(Signature of a principal owner, an officer, or manager responsible for contract.)

Original to: Daniel Sahagun, Contract Analyst
(attached Contract Development
to submitted Probation Department
proposal) 9150 E. Imperial Hwy, Room B-62
Downey, CA 90242

Copy to: Child Support Services Department
Family Support Operations
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634
Phone: (323) 832-7277

ATTACHMENT V

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: <u>Rapidtext Inc.</u>			
Company Address: <u>1801 Dove St., Suite 101</u>			
City: <u>Newport Beach</u>	State: <u>CA</u>	Zip Code: <u>92660</u>	
Telephone Number: <u>(949) 399-9200</u>			
Solicitation For (Type of Goods or Services): <u>Transcription</u>			

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of "contractor," as defined in the Program, because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>Jerry Woods</u>	Title: <u>CEO</u>
Signature: <u>James A. Woods</u>	Date: <u>3/2/04</u>

ATTACHMENT W**AGREEMENT
CONTRACTOR'S OBLIGATIONS UNDER HIPAA**

Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require County to enter into an agreement with Contractor in order to obtain satisfactory assurance from Contractor that Contractor will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by Contractor is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Attachment W.

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Contractor's internal operations, or to other than its employees.
- 1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Contractor from or on behalf of County. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.
- 1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the

production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.5 "Services" has the same meaning as in this Agreement.
- 1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Contractor's internal operations.
- 1.7 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

2.0 OBLIGATIONS OF CONTRACTOR

2.1 Permitted Uses and Disclosures of Protected Health Information. Contractor:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Exhibit N;
- (b) shall Disclose Protected Health Information to County upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Contractor shall not Use or Disclose Protected Health Information for any other purpose.

- 2.2 Adequate Safeguards for Protected Health Information. Contractor warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Contractor agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- 2.3 Reporting Non-Permitted Use or Disclosure. Contractor shall report to County each Use or Disclosure that is made by Contractor, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the Contractor first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer
213-974-2166

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the Contractor becomes aware of the non-permitted Use or Disclosure, and shall be sent to County's Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 493
Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Contractor agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining County's compliance with the Privacy Regulations. Contractor shall immediately notify County of any requests made by the Secretary and provide County with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by County available to the Individual(s) identified by County as being entitled to access and copy that Protected Health Information. Contractor shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from County. Contractor shall provide copies of that Protected Health Information within five (5) business days after receipt of request from County.
- 2.7 Amendment of Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by County. Contractor shall make such amendment within ten (10) business days after receipt of request from County in order for County to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon County's request, Contractor shall provide to County an accounting of each Disclosure of Protected Health Information made

by Contractor or its employees, agents, representatives or subcontractors. However, Contractor is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Contractor under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Contractor shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Contractor shall provide to County, within ten (10) business days after receipt of request from County, information collected in accordance with this Sub-section 2.8 to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

- 3.1 Obligation of County. County shall notify Contractor of any current or future restrictions or limitations on the use of Protected Health Information that would affect Contractor's performance of the Services, and Contractor shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. Contractor's obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon County's knowledge of a material breach by Contractor, County shall either:
- (a) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County; or
 - (b) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination or cure are feasible, County shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- (b) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make it infeasible. If return or destruction is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Contractor shall require each of its agents and subcontractors receiving Protected Health Information from Contractor, or creating Protected Health Information for Contractor, on behalf of County, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Exhibit N.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Exhibit N is contrary to any other provision of this Agreement, the provision of this Exhibit N shall control.
- 5.4 Regulatory References. A reference in this Agreement to a section in the Privacy Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Regulations.

ATTACHMENT X

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name:	<u>Shobie Enterprises DBA Seahawk Construction</u>	
Principal Owners:	Shamir Ahmad Qazi	
Debarment Start Date:	April 30, 2002	Debarment End Date: April 30, 2005

Vendor Name:	<u>Automation Data Solutions</u>	
Principal Owners:	Renee Setero	
Debarment Start Date:	March 4, 2003	Debarment End Date: March 3, 2006

Vendor Name:	<u>2X, Inc. a.k.a. LA Internet, Inc.,</u> <u>2X Access</u> <u>Internet Business International</u> (Referred to collectively as "LA Internet")	
Principal Owners:	Ken Reda Albert Reda Louis Cherry	
Debarment Start Date:	September 9, 2003	Debarment End Date: September 8, 2006

PROBATION DEPARTMENT
Prop A Review - Transcribing Services
Comparison of County's Estimated Avoidable Costs to Contractor's Costs

COUNTY COSTS**Direct Costs**

Salaries -	Monthly	No. of	No. of	
<u>Classification</u>	<u>5th Step</u>	<u>Positions</u>	<u>Months</u>	<u>Total</u>
	<u>Salary</u>			
Admin Service Mgr I	5,756.27	1.0	12	69,075.24
Programmer Analyst II	5,307.00	0.0	0	0
Programmer Analyst II	5,307.00	1.0	12	63,684.00
Head, Transcribing Services	3,788.55	1.0	12	45,462.60
Head Clerk	3,625.36	1.0	12	43,504.32
Light Vehicle Driver	2,286.27	1.0	12	27,435.24
Senior Typist-Clerk	2,941.00	1.0	12	35,292.00
Intermediate Typist-Clerk	2,611.09	1.0	12	31,333.08
Supvg Transcriber-Typist	3,155.91	1.0	12	37,870.92
Intermediate Typist-Clerk	2,611.09	1.0	12	31,333.08
Intermediate Typist-Clerk	2,611.09	2.0	24	62,666.16
Transcriber Typist	2,836.00	15.0	180	510,480.00
Subtotal				958,136.64
Less: 5th Step Salary Savings				(73,297.45)
Total Direct Salaries				884,839.19
Employee Benefits				321,196.62
Total Salaries & Employee Benefits				1,206,035.81
Services & Supplies				66,000.00
Total Estimated Avoidable Costs				1,272,035.81

CONTRACTING COSTS**Direct Costs**

Contract costs	1,121,000.00
Total Contract Costs (Direct plus Indirect)	1,121,000.00
Estimated Savings from Contracting (Avoidable Costs less Contract Costs)	151,035.81
Percent of Savings	11.87%

Per Line Comparison*:

County	-	\$0.2156 per line
Rapidtext, Inc.	-	\$0.1900 per line

*Reflects 5.9 million lines per year.

PROPOSITION A CONTRACTING CONTRACT EMPLOYEE BENEFITS

Each CONTRACTOR shall provide the following information on employees' benefits to be provided to all personnel assigned to this contract service:

COMPANY NAME: Rapidtext, Inc.

CONTRACTOR EMPLOYEE BENEFITS

<u>Benefit</u>	<u>Contractor</u>
Health Plan	yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Dental Plan	yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Vision Plan	yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Life Insurance	yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Retirement Plan	yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
Holidays	# of days per yr. <u>7</u>
Sick Leave	# of days per yr. <u>0</u>
Vacation	# of days per yr. <u>8 to 17</u>

} Total P.
is 15 t
24 day
annually

Employee Only Premium

Health Plan	\$ <u>147</u> per month/ <u>75</u> % paid by employer
	\$ <u>49</u> per month/ <u>25</u> % paid by employee
Hospital Inpatient Plan	pays <u>0</u> up to <u>\$500</u> and 100% thereafter
Office Visits	\$ <u>20</u> co-pay, \$ <u>1,500</u> per year maximum
Dental Plan	\$ <u>0</u> per month/ <u>0</u> % paid by employer
	\$ <u>13</u> per month/ <u>100</u> % paid by employee
Office Visits	\$ <u>0</u> co-pay, \$ <u>0</u> per year maximum

Vision Plan \$ 0 per month/ 0 % paid by employer
 \$ 10 per month/ 100 % paid by employee

Life Insurance Plan \$ 4 per month/ 100 % paid by employer
 \$ 0 per month/ 0 % paid by employee

Retirement Plan \$ 0 per month/ 0 % paid by employer
 \$ * per month/ 100 % paid by employee

Family Coverage Available

Health Plan \$ 0 per month/ 0 % paid by employer
 \$ 453 per month/ 100 % paid by employee

Hospital Inpatient Plan pays 0 % up to \$ 500 and 100% thereafter

Office Visits \$ 20 co-pay, \$ 1,500 per year maximum

Dental Plan \$ 0 per month/ 0 % paid by employer
 \$ 36 per month/ 100 % paid by employee

Office Visits \$ 0 co-pay, \$ 0 per year maximum

Vision Plan \$ 0 per month/ 0 % paid by employer
 \$ 12 per month/ 100 % paid by employee

Office Visits \$ NA co-pay, \$ _____ per year maximum

 Provide Benefits/Coverage for Health, Dental and/or Vision. (Include information about co-insurance, co-payments, deductibles, out-of-pocket limits, etc.)

* 401K Plan. At employees discretion.

Note: Rapidtext also gives up to 5 days of paid jury duty leave.

ATTACHMENT IV

CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES

- I. The process used for identifying minority vendors:

The Probation Department used its current bidder's mailing list, which includes contractors listed on the County's "Directory of Minority and Women-Owned Businesses". The solicitation information was placed on the Los Angeles County Office of Small Business Contracting Opportunities website. Advertisements of bid solicitation were placed in the Los Angeles Times, the Los Angeles Sentinel, and a group of ethnic community newspapers published by the Eastern Group Publications.

- II. A list of firms from which the Department solicited offers:

The Probation Department's Transcribing Services Bidder's list is attached. (Attachment IV-A)

- III. On final analysis and consideration of award, Rapidtext, Inc. was selected without regard to sex, religion, race, color, or creed.
- IV. The Organization Information Form for Rapidtext, Inc., is attached as Attachment IV-B.

Girl Friday

832 Colorado Boulevard
Los Angeles, CA 90014

Beach Employment Services

3403 Montclair Street
Los Angeles, CA 90018

Jaros Professional Services

3436 West 43rd Street
Los Angeles, CA 90008

Kirkwood Business Services

1933 S. Chariton, Suite 1
Los Angeles, CA 90034-1545

Otha R. Bagby Enterprises

P.O. Box 91004
Pasadena, CA 91109-1004

Dial Dictation

23774 Stoneclift Lane
Harbor City, CA 90710

Professional Management Services

P.O. Box 2144
San Gabriel, CA 91778

Auto Type

11110 Los Alamitos Boulevard
Los Alamitos, CA 90720

Editype

1408 Stearns Drive
Los Angeles, CA 90035

Eagle Transcribing

19252 Worchester Lane
Huntington Beach, CA 92627

Hedy's Secretarial

17450 Maylering Street
Granada Hills, CA 91344-2217

SEO Transcribing Service

23123 Frisca Drive
Valencia, CA 91355

Total Transcript

23541 Campia Drive
Mission Viejo, CA 92691

Doctor's Transcribing Service

P.O. Box 1416
Torrance, CA 90505

Word Power Today

10408 Mary Avenue
Los Angeles, CA 90002

A Sharp's Business Services

2069 W. 31st Street
Los Angeles, CA 90018

Personalized Business Services

3982 Degnan Boulevard
Los Angeles, CA 90008

Modern Secretarial Services

2813 S. La Cienega Avenue
Los Angeles, CA 90034

M K & Company

1420 N. California Avenue
Burbank, CA 91505

Wordamation

832 Colorado Boulevard
Los Angeles, CA 90041

Word Processing International

5830 Green Valley Circle, #312
Culver City, CA 90230

Personalized Business Services

5183 Maison Avenue
Los Angeles, CA 90041

Professional Word Processing

16818 Nearview Drive
Canyon Country, CA 91351

Transcriptions Ltd.

5826 Uplander Way
Culver City, CA 91351

Shepard's Word Processing

510 E. 89th Street
Los Angeles, CA 90003

Word Processing Plus

2858 E. Roble Drive
Los Angeles, CA 90041-1804

Temo Arjan, Company

301 E. Colorado Blvd., Ste. 426
Pasadena, CA 91101

North Hills Maintenance

12480 Raja Street
Sylmar, CA 91343

Kim Carter

1125 W. 82nd Street
Los Angeles, CA 90044

RM Santos & Associates Transcription

1250 S. Brookhurst, Unit 2031
Anaheim, CA 92804

Private

8530 Melvil, #2
Los Angeles, CA 90034

AM Transcription

12832 Chapman Avenue, #B
Garden Grove, CA 92640

K.J. Transcribing Service

P.O. Box 674
Inglewood, CA 90307

Felix Transcription

2712 Carlos Avenue
Alhambra, CA 91802-4201

Rose & Kindel Marketing (Hilton Off. Ctr.)

900 Wilshire Blvd., Suite 1030
Los Angeles, cA 90017

Jabren Professional Services

3053 Rancho Vista Blvd., Ste. H226
Palmdale, CA 93551

Huntington Transcribing Services

1450 West Colorado Blvd., Ste. 100
Pasadena, CA 91105

L and H Speach Products

2160 Santa Anita Road
Norco, CA 91760-2228

Vivian=s Transcribing

3231 Euclid Avenue
Lynwood, CA 90262

Apple One Employment Services

888 South Figueroa Street, Suite 170
Los Angeles, CA 90017

Tapeworms, Ink

26096 Serrano Court
Lake Forest, CA 92630

RapidText

1801 Dove Street, Suite 101
Newport Beach, CA 92660

Word Processing Unlimited

20924 Vanowen Street, Suite 200
Canoga Park, CA 91303
Attn: Mala Win

U.S. Temp Services

420 E. Broadway
Glendale, CA 91205
Attn: Eduardo Martinez

Shoaf's Enterprise

Patty Shoaf
P.O. Box 5619 Lankersheim #172
No. Hollywood, CA 91601

BBT & T

901 Wilshire Blvd., Suite 103
Beverly Hills, CA 90210
Attn: Sherri Packnett

County of Los Angeles - Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:FIRM NAME: Rapidtext, Inc.☒ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ I AM☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Franchise	
	<input type="checkbox"/> Other (Please Specify) _____					
TOTAL NUMBER OF EMPLOYEES (including owners): <u>63</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						3
Hispanic/Latino					5	7
Asian or Pacific Islander				1	1	1
American Indian						
Filipino						
White	1	1	3	3	12	25

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	84
Women	%	%	%	%	%	16

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprises by a public agency, complete and attach a copy of your proof of certification. (Use back of form if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature <u>James R. Smith</u>	Title: <u>CEO</u>	Date: <u>3/2/04</u>
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CONFIDENTIAL

CBE SANCTIONS

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit information with the intent of receiving CBE certification and its concurrent benefit for which they are not entitled:

1. A person or business shall not:

- a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any County contract or project for a period of three (3) years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business' suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization is true and correct.

Name of Firm

Rapidtext, Inc

Signature Title

James A. Thibault

Date

3/2/04

CONFIDENTIAL

ATTACHMENT V**Bid Detail Information**

Bid Number : 6400401
Bid Title : REQUEST FOR PROPOSALS (RFP) TO PROVIDE TRANSCRIBING SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT
Bid Type : Service
Department : Probation
Commodity : TRANSCRIPTION SERVICES: LEGAL AND MEDICAL
Open Date : 1/30/2004
Closing Date : 3/5/2004 12:00 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : The Los Angeles County Probation Department is soliciting proposals from qualified contractors to provide transcribing services for twelve (12) Probation work locations. Probation is required by State law, Penal Code 1203(b) and Welfare and Institutions Codes 652 and 706, to provide timely reports to the courts in all juvenile and adult criminal matters.

The CONTRACTOR(s) is expected to provide Probation the most efficient and economical service through both the provision of experienced transcribing staff available for the term of the contract and the use of state-of-the-art equipment to maintain the required level of transcribing services for the transcribing workload submitted to CONTRACTOR(s). CONTRACTOR(s) will be a company whose major business activity is presently the provision of transcribing services and who can demonstrate the capabilities to provide transcribing services at the service level requested by the COUNTY. All transcribing services must be performed in accordance with COUNTY standards and in a manner consistent with the long-range plans, goals and objectives of the COUNTY.

The contract is authorized by the Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). The awarded contract must provide all services at less cost than COUNTY cost.

Interested and qualified CONTRACTORS who have demonstrated their ability to successfully provide services of this type are invited to submit proposals, provided they meet the minimum requirements in Attachment A.

For a copy of the RFP which establishes guidelines, criteria and procedures for proper application, contact:

Daniel Sahagun, Contract Analyst
Contracts & Grants Management Division Los Angeles County Probation Department
9150 E. Imperial Highway, Room B-62
Downey, CA 90242
(562) 940-2676

There will be a Mandatory Bidder's Conference where County representatives will be available to answer any questions about the RFP process and objectives. The mandatory bidders' conference will be held on Wednesday, February 11, 2004 @ 9:00 a.m., at the Probation Department, 9150 East Imperial Highway, Downey, CA 90242. Those planning to attend must notify Mr. Daniel Sahagun at (562) 940-2676 by 4:00 p.m., Tuesday, February 10, 2004.

PROPOSALS MUST BE RECEIVED NO LATER THAN 12:00 P.M., PST ON FRIDAY, MARCH 5, 2004.

Careful consideration will be given to all responsive proposals. We look forward to working with each of the qualified and interested firms.

MINIMUM REQUIREMENTS

1. Attend the Mandatory Bidder's Conference scheduled for Wednesday, February 11, 2004.
2. Submit a proposal by 12:00 p. m., PST, Friday, March 5, 2004.
3. CONTRACTOR'S annual cost is less than the COUNTY'S cost to perform the same services.
4. Proposal includes compliance with the requirements of the COUNTY'S Living Wage Program (Los Angeles County Code, Chapter 2.201). Prospective CONTRACTORS should carefully read the Living Wage Program (Part A, Section 16.0) and the pertinent living wage provisions (Part E, Section 25.0), both of which are incorporated by references into and made a part of this RFP. The Living Wage Program applies to both CONTRACTORS and their subcontractors. Proposals that fail to comply with the requirements of the Living Wage Program will be considered non-responsive and excluded from further

ATTACHMENT V

consideration.

5. Demonstrate a minimum of three (3) years experience within the past five (5) years providing transcribing/word processing services and producing at least 200,000 pages annually.

6. Have an Administrative business office located within or adjacent to the County of Los Angeles.

7. Identify a Project Director with a minimum of two (2) years experience within the past five (5) years providing the above services who will supervise the contract operations.

8. Must be a business with (a) a proven record of hiring the COUNTY'S Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunities for Work (GROW) participants or which attests to a willingness to consider GAIN or GROW participants for any future employment opening if they meet the minimum qualifications for that opening; and (b) a willingness to provide employed GAIN or GROW participants access to the CONTRACTORS employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities (refer to Form 11).

9. CONTRACTOR must submit separately to the Los Angeles County Child Support Services Department a completed Principal Owner Information Form (POI Form – refer to Form 8) at the time of submitting proposal to the Probation Department. Additionally, CONTRACTOR must submit along with his/her proposal, a certification in accordance with the provisions of Section 2.200.060 of the County Code, that (1) the POI Form has been appropriately completed and provided to the Child Support Services Department with respect to the CONTRACTOR'S Principal Owners; (2) the CONTRACTOR has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) the CONTRACTOR has fully complied with all lawfully served Wage and Earnings withholding Orders and Child Support Services Department Notices of Wage and Earnings Assignment and will continue to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (CSCP Certification) as set forth as Form 9. Failure by CONTRACTOR to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the Child Support Services Department) to the Probation Department along with a proposal and a copy to the Child Support Services Department shall be grounds for a finding that a proposal is non-responsive (County Code Section 2.200.070).

10 CONTRACTOR'S proposal shall indicate that it will comply with the COUNTY'S Jury Service Program which requires CONTRACTOR'S and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a CONTRACTOR and "full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) the CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a CONTRACTOR'S full-time California employees, even those not working specifically on the COUNTY project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration (Refer to Form 15).

11 The proposal is properly organized regarding content and sequence, as required in Part D of the RFP.

12. The proposal contains all the required forms.

Contact Name : Daniel Sahagun
Contact Phone# : (562) 940-2676
Contact Email : daniel_sahagun@probation.co.la.ca.us
Last Changed On : 1/30/2004 12:14:34 PM

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